

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

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386 E. 139th STREET TENANTS' ASSOCIATION,  
JUAN CANO in his capacity as President of the 386  
E. 139th Street Tenants' Association, WALTER  
UZHCA, FRANCISCO RUIZ, ROY CANO,  
BLONNIE RODGERS, LILLIAN MORADA,  
JULIANA MARTINEZ, SHAQUAN CLARK,  
LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X

Index No: HP 40870/2018

**ATTORNEY  
AFFIRMATION IN  
OPPOSITION TO  
MOTION TO DISMISS**

Premises:  
386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

RAJIV JASWA, ESQ., an attorney duly admitted to practice before the  
Courts of the State of New York, hereby affirms the following facts under penalty  
of perjury, except as to those matters stated upon information and belief; as to  
those matters, I believe them to be true based upon information provided to me by

my clients, and a review of the files maintained within my office; your affirmant also sets forth the following propositions of law:

1. I am of counsel to the Community Development Project at the Urban Justice Center, attorneys for Tenant-Petitioners 386 E. 139th STREET TENANTS' ASSOCIATION, JUAN CANO in his capacity as President of the 386 E. 139th Street Tenants' Association, WALTER UZHCA, FRANCISCO RUIZ, ROY CANO, BLONNIE RODGERS, LILLIAN MORADA, JULIANA MARTINEZ, SHAQUAN CLARK, and LLEIMY GARCIA ("Petitioners") in this proceeding. As such, I am fully familiar with the facts and circumstances of this case.

2. I make this affirmation in opposition to Owner-Respondents' attempt to bring a Motion to Dismiss that is noticed to be heard on the morning of the first scheduled trial date.

3. The moving papers are defective as to form, untimely, and substantively meritless.

4. By all indications, Owner-Respondents' attorneys could not have attached valid proof of service to the papers filed with the Bronx Housing Court Clerk's Office on October 18, 2018 because they did not actually served them on my office until the next day, October 19, 2018.

5. But even if the moving papers had been properly served and filed, Owner-Respondents' last-ditch attempt to delay trial should still fail because the motion has no substantive merit.

6. For example, Owner-Respondents seek dismissal pursuant to CPLR § 3211(a) on grounds that were either waived by stipulation months ago or were waived pursuant to CPLR § 3211(e) when they entered an Answer of "General Denial" on September 17, 2018.

7. An entire subsection of their Memorandum of Law even argued against dismissal pursuant to CPLR § 3211(a) (see Owner-Respondents' memorandum of law at 12, arguing that it is "extremely difficult to resolve all the factual issues as a matter of law at this juncture," and that "[t]here is an issue of fact as to the Affidavit which govern [sic.] the different portions of this lawsuit, and for that reason respectfully [sic.] requests the court to dismiss the defendants' CPRL [a][1] [sic.] motion").

8. The Court should reject Owner-Respondents' latest attempt to delay adjudication on the merits and should permit trial to begin as scheduled on October 29, 2018 at 2:15pm.

#### **PROCEDURAL BACKGROUND AND RELEVANT FACTS**

9. This HP proceeding was initiated by Order to Show Cause signed by the Honorable David J. Bryan on August 6, 2018. A copy of all initiating papers—including the Order to Show Cause; the Affirmation of Immediate Emergency of

Catherine Barreda, dated August 2, 2018; the Verified Petition, verified by Tenant-Petitioner Juan Cano on July 18, 2018; the Affidavit in Support: Apartment 3B, executed by Juan Cano on July 18, 2018; the Affidavit in Support: Apartment 5D, executed by Walter Uzhca on July 18, 2018; the Affidavit in Support: Apartment 4D, executed by Francisco Ruiz on July 18, 2018; the Affidavit in Support: Apartment 3D, executed by Roy Cano on July 18, 2018; the Affidavit in Support: Apartment 3C, executed by Blonnie Rodgers on July 18, 2018; the Affidavit in Support: Apartment 3A, executed by Lillian Morada on July 18, 2018; the Affidavit in Support: Apartment 2C, executed by Juliana Martinez on July 18, 2018; the Affidavit in Support: Apartment 2A, executed by Shaquan Clark on July 18, 2018; the Affidavit in Support: Apartment B, executed by Lleimy Garcia on July 18, 2018; and all exhibits annexed thereto—are attached together as **Exhibit “A”**.

10. The signed Order to Show Cause set a return date of August 13, 2018, temporarily enjoined Owner-Respondents from engaging in any activities in violation of N.Y.C. Admin. Code § 27-2005(d), and “FURTHER ORDERED that, pursuant to CPLR §403, Respondents shall serve on Petitioners’ counsel and file any answer with supporting papers by **August 10, 2018**” (*id.* [emphasis in original]).

11. Owner-Respondents did not serve an answer on my office by August 10, 2018.



**First Court appearance on August 13, 2018 and subsequent events**

12. On August 13, 2018, the Law Office of Brian A. Stark appeared as counsel for Owner-Respondents Sam Rosen, Willis Apartments LLC, and Saul Pillar, and the parties stipulated to adjourn the proceeding on consent to September 10, 2018. A copy of the signed Stipulation of Settlement, dated August 13, 2018, is attached as **Exhibit “B”** (hereinafter “August 2018 Stipulation”).

13. The August 2018 Stipulation required Owner-Respondents to comply with the following provisions: they “shall refrain from violating NYC Admin. Code § 27-2005(d) through and including the adjournment date” (id. at ¶ 2); they “shall immediately restore all alleged essential services including hot and cold water (with adequate pressure) within 24 hours . . .” (id. at ¶ 3); they shall schedule individual apartment access dates by email correspondence to Petitioners’ attorneys (see id. at ¶ 4); they “shall send to Petitioners’ attorneys . . . copies of Petitioners’ current and prior rent-stabilized leases and up-to-date rent breakdowns” on or before August 27, 2018 (id. at ¶ 6); and they “shall serve any answers and cross-claims, if any, on or before September 5, 2018” (id. at ¶ 8).

14. The August 2018 Stipulation also provided that “[a]ll parties consent to jurisdiction” (id. at ¶ 9).

15. Since this proceeding began, Owner-Respondents have not scheduled any individual apartment access dates through my office as required by ¶ 4 of the Stipulation.

16. Meanwhile, upon information and belief, Owner-Respondents and their agents have continued to directly approach and demand access from tenants (see affidavit of Sam Rosen in support of motion to dismiss, Ex. A, ¶ 4, claiming that “[t]he biggest problem I face is that tenants are refusing to . . . provide access since Urban Justice Center commenced their lawsuit”, and attaching copy of Work Order for repairs in Apartment # 3B signed by Juan Cano on October 10, 2018).

17. By letter dated August 20, 2018, my office sent a letter to Owner-Respondents’ attorneys providing notice of their client’s non-compliance with ¶¶ 2, 4, and 5 of the August 2018 Stipulation; demanding that their client schedule all future apartment access dates using the protocol mandated by ¶ 4; and demanding that their client comply with ¶ 2 by refraining from any further harassment of the Petitioners. Copies of email and letter correspondence from my office to attorneys for Owner-Respondents between August 13, 2018 and August 20, 2018 are attached as **Exhibit “C”**.

18. Owner-Respondents’ attorneys did not respond to our written communications about their non-compliance with the August 2018 stipulation.

19. Owner-Respondents’ attorneys did not provide my office with copies of the tenants’ leases or rent breakdowns by August 27, 2018, as required by ¶ 6 of the Stipulation.

20. Owner-Respondents' attorneys did not serve an answer on my office by September 5, 2018, as required by ¶ 8 of the Stipulation.

**Second Court appearance on September 10, 2018 and subsequent events**

21. The attorneys for the parties appeared in Court on September 10, 2018, and stipulated to yet another adjournment. A copy of the signed Stipulation of Settlement, dated September 10, 2018, is attached as **Exhibit "D"** (hereinafter "September 2018 Stipulation").

22. As per the September 2018 Stipulation, the "[c]ase [was] adjourned to Monday, Sept. 17, 2018 at 9:30 am at Owner-Respondents' request to submit its late answer," and Owner-Respondents were required "to submit their answer to Petitioners' counsel by email on or before Friday, Sept. 14, 2018 at 5pm" (id. at ¶¶ 1–2). Moreover, the Stipulation required "Owner-Respondents to comply with ¶ 6 on stipulation dated 8/13/18 by providing required doc[ument]s in Court on Sept. 17, 2018," while providing that "[a]ll other terms in stipulation dated 8/13/18 not superseded remain in full force & effect" (id. at ¶¶ 3–4).

23. Owner-Respondents did not submit a late answer to our office by 5:00pm on September 14, 2018.

**Third Court Appearance on September 17, 2018 and subsequent events**

24. On September 17, 2018, the parties appeared in Court through their attorneys.

25. Owner-Respondents' attorneys did not bring any of the petitioning tenants' lease or rent breakdown records, as was required by the September 2018 Stipulation.

26. In order to allow for an adjudication of Petitioners' claims on the merits, Owner-Respondents were permitted to avoid default judgment by immediately entering a hand-written answer of "General Denial" and agreeing to a trial date. A copy of Owner-Respondents' Answer is attached as **Exhibit "E"**.

27. Trial was scheduled for October 29, 2018 at 2:15pm, and a pre-trial conference was scheduled for October 15, 2018. Attorneys for both parties were instructed to comply with all requirements for the pre-trial conference set forth in ¶ 7 of the Part H Rules.

28. On or around September 28, 2018, HPD inspected the apartment of Petitioner Lillian Morada, a 94-year-old tenant who lives alone, in response to Ms. Morada's 311 complaint. The inspection yielded three Class "C" violations for conditions related to inadequate hot and cold water in Ms. Morada's bathroom sink, as well as a "nuisance consisting hot water exceeding 130 degrees at kitchen sink" (see print-out of All Open Violations retrieved from HPD's online computerized records on October 22, 2018, attached as **Exhibit "F"**).

29. Upon information and belief, Owner-Respondent Sam Rosen chose to address Ms. Morada's 311 complaint by personally appearing at her apartment door on October 8, 2018, making a verbal demand for unscheduled access to her

apartment, and verbally intimidating her about making future 311 complaints (see email correspondence from Catherine Barreda to Brian Stark, dated October 9, 2018, attached together with other email correspondence between attorneys as **Exhibit “G”**).

30. On October 11, 2018, my office sent a proposed joint stipulation of facts to Owner-Respondents’ attorneys by email correspondence (see Ex. G, copy of email correspondence from Rajiv Jaswa to Brian Stark, dated October 11, 2018, together with enclosed proposed Stipulation of Facts).

31. Owner-Respondents’ attorneys did not send a counterproposal or otherwise respond.

**Fourth Court appearance (scheduled as pre-trial conference) on October 15, 2018 and subsequent events**

32. On October 15, 2018, the parties appeared in Court for the scheduled pre-trial conference. Petitioners submitted to the Court the following materials, as required by the Part H Rules: a written statement as to the issues to be determined at trial; a list of all witnesses to appear at trial; and a list of all exhibits to be introduced at trial.

33. Owner-Respondents’ attorneys did not submit any of the required pre-trial materials on October 15, 2018. Instead, their attorney attempted to bring a motion to dismiss that appeared to be noticed to be heard on October 26, 2018. A copy of

the moving papers that Brian Stark attempted to serve me in-hand on October 15, 2018 is attached as **Exhibit “H”**.

34. Owner-Respondents’ moving papers were rejected from the bench and, upon information and belief, their attorney was instructed to bring the motion by order to show cause. Petitioners, through their attorneys, expressed to the Court that they desired and intended to proceed with trial at the scheduled time on October 29, 2018, and therefore requested that a return date for any pre-trial motion to dismiss be set for a date prior to October 29, 2018.

35. Despite the instructions from the bench, Owner-Respondents did not bring their motion to dismiss by an order to show cause.

**Owner-Respondents’ attempt to serve an untimely and defective motion to dismiss noticed for October 29, 2018 at 9:30 am**

36. On Monday, October 22, 2018, my office received a FedEx Envelope from the Law Offices of Brian A. Stark with a label indicating an October 19, 2018 Ship Date (Tracking # 773519328409). A photocopy of the rear of the FedEx Envelope with an affixed shipping label is attached together with a print-out of the online tracking information for #773519328409 as **Exhibit “I”**.

37. Enclosed within the aforementioned FedEx Envelope was a copy of Owner-Respondents’ new motion to dismiss papers, with the motion noticed to be heard on October 29, 2018 at 9:30 am. A copy of the Notice of Motion that was served on my office is attached as **Exhibit “J”**.

38. The front page of the new Notice of Motion bore a stamp indicating that opposing counsel had filed these moving papers with the Bronx Housing Court Clerk's Office on October 18, 2018 (id.).

39. Upon information and belief, the Clerk's Office requires all motions to be filed with proof of service annexed to the back of the motion papers (see 22 N.Y.C.R.R. § 208.4[a]).

40. By all indications, Owner-Respondents deposited the envelope containing the moving papers into the custody of FedEx for overnight delivery service on October 19, 2018 (see Ex. I, printed copy of FedEx Shipment Facts and Travel History for shipment under tracking number 773519328409, showing that package/shipment was "Picked up" by FedEx October 19, 2018 at 6:07 pm).

41. Pursuant to CPLR § 2103(b)(6), Owner-Respondents completed service of the moving papers on my office on October 19, 2018.

42. It is unclear how Owner-Respondents' attorneys could have annexed valid proof of service to the moving papers filed with the Clerk's Office on October 18, 2018 when they did not effectuate service until the following day.

**ADDITIONAL EVIDENCE IN SUPPORT OF PETITIONERS'**  
**ALLEGATIONS**

43. A true and correct copy of the April 5, 2018 Decision and Order of Hon. Kimon C. Thermos in the proceeding captioned Willis Apartments LLC v.

Blonnie Rodgers (Index No. L&T 9527/18), together with Notice of Entry and proof of service, is attached as **Exhibit “K”**.

44. A true and correct copy of the April 11, 2018 Decision and Order of Hon. Kimon C. Thermos in the proceeding captioned Willis Apartments LLC v. Lillian Morada (Index No. L&T 9526/18), together with Notice of Entry and proof of service, is attached as **Exhibit “L”**.

45. Court records pertaining to eviction proceedings commenced against Petitioners Blonnie Rodgers and Lillian Morada at or around the same time in February 2018 constitute additional evidence that Owner-Respondents unlawfully harassed Petitioners by commencing repeated baseless or frivolous Court proceedings against tenants lawfully residing at 386 East 139<sup>th</sup> Street (see N.Y.C. Admin. Code § 27-2004[a][48][d-1]).

46. A true and correct copy of the Notice of Violation issued by Co-Respondent DOHMH’s Office of Pest Control Services against Owner-Respondent Willis Apartments LLC (ECB Ticket # 0801429521), dated August 24, 2018, is attached as **Exhibit “M”** (providing Owner-Respondents with notice of violation of NY City Health Code [24 RCNY] § 151.02[a] based upon inspector’s observation that “[t]he following active rat signs were found on premises: Live Rats – front right”).

47. The attached records of post-petition violations placed by Co-Respondents HPD and DOHMH (see, e.g., Ex. F, Ex. M) constitute additional evidence of the



substandard housing conditions alleged in the Verified Petition, as well as evidence that Owner-Respondents are unlawfully harassing Petitioners through repeated interruptions or discontinuances of essential services, such as hot and cold water (see N.Y.C. Admin. Code § 27-2004[a][48][b]).

### **CONCLUSION**

48. This HP proceeding was commenced on August 6, 2018 by Order to Show Cause accompanied by an Affirmation of Immediate Urgency and nine tenant affidavits, each attesting to need for immediate relief from Owner-Respondents' harassment.

49. Owner-Respondents' have since disobeyed multiple Court-ordered filing deadlines and employed a succession of dilatory tactics to avoid adjudication on the merits; meanwhile, the petitioning tenants continue to be subjected to unlawful harassment and unconscionable living conditions.

50. Despite the substandard conditions at 386 East 139<sup>th</sup> Street—including severe rat infestation, recurring heat and hot water outages, and pervasive plumbing leaks—many tenants remain more afraid of the individuals sent by Owner-Respondents to perform repairs than of the hazardous living conditions they are forced to endure.

51. Hopefully, Owner-Respondents' strategy of stalling and obstructing at all costs has reached a terminal point, and trial will begin as scheduled at 2:15pm on October 29, 2018.

WHEREFORE, it is respectfully requested that the Court reject Owner-Respondents' motion to dismiss as defective as to form; or, in the alternative, that this Court deny Owner-Respondents' motion in its entirety; and that the Court grant such other and further relief as is just and proper.

Dated: New York, New York  
October 26, 2018

Yours, etc.



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CATHERINE BARREDA, ESQ.  
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URBAN JUSTICE CENTER  
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CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

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386 E. 139th STREET TENANTS' ASSOCIATION,  
JUAN CANO in his capacity as President of the 386  
E. 139th Street Tenants' Association, WALTER  
UZHCA, FRANCISCO RUIZ, ROY CANO,  
BLONNIE RODGERS, LILLIAN MORADA,  
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*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
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WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

Index No: HP 40870/2018

Premises:  
386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

-----X  
**PETITIONERS' MEMORANDUM OF LAW IN OPPOSITION TO**  
**MOTION TO DISMISS**

### **LEGAL STANDARD AND BACKGROUND**

Petitioners commenced this HP proceeding pursuant to CCA § 110(a) and N.Y.C. Admin. Code § 27-2115(h). Owner-Respondents' motion to dismiss is therefore subject to the rules and procedures set forth at CPLR § 3211 (see CCA § 1002, providing that "CPLR rule 3211, relating to a motion to dismiss, shall apply in this court, except that, with reference to subdivision [e] of said rule, a party's time to move to dismiss a cause of action contained in a pleading to which no response is required shall be within ten days after the service of such pleading").

Although not specified in the Owner-Respondents' Notice of Motion, their Memorandum of Law appears to argue for dismissal on the following five grounds: that a defense is founded upon documentary evidence (CPLR § 3211[a][1]); that the Court does not have subject matter jurisdiction (CPLR § 3211[a][2]); that the pleading fails to state a cause of action (CPLR § 3211[a][7]); that the Court does not have personal jurisdiction over Owner-Respondents (CPLR § 3211[a][8]); and that the Court should not proceed in the absence of an indispensable party (CPLR § 3211[a][10]).

"At the outset, the rules governing CPLR 3211 motions to dismiss are well established" (J.P. Morgan Sec. Inc. v. Vigilant Ins. Co., 21 N.Y.3d 324, 334, [2013]). Procedurally, objections or defenses on grounds including those set forth at CPLR § 3211(a)(1) and CPLR § 3211(a)(8) are deemed waived if they were not raised before the filing of a responsive pleading or in the responsive pleading

itself (see § 3211[e]). Substantively, Courts have applied the following rules of decision:

“[o]n a motion to dismiss pursuant to CPLR 3211, the pleading is to be afforded a liberal construction. We accept the facts as alleged in the complaint as true, accord plaintiffs the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory”

(Al Rushaid v. Pictet & Cie, 28 N.Y.3d 316, 327 [2016], reargument denied sub nom. 28 N.Y.3d 1161 [2017], quoting Leon v. Martinez, 84 N.Y.2d 83, 87–88 [1994] [brackets and internal quotation marks in original]).

## **ARGUMENT**

### **POINT I**

#### **THE MOVING PAPERS ARE DEFECTIVE IN FORM PURSUANT TO 22 N.Y.C.R.R. § 208.4(A)**

The Uniform Civil Rules for the New York City Civil Court state that, [i]n addition to complying with the provisions of CPLR 2101, every paper filed in court shall have annexed thereto appropriate proof of service on all parties where required” (22 N.Y.C.R.R. § 208.4[a]). It appears that Owner-Respondents’ attorneys did not comply with this requirement because, by all indications, they filed the moving papers with the Clerk’s Office before serving them on my office.

Owner-Respondents served a copy of the moving papers on my office by FedEx First Overnight Service under tracking number 773519328409 (see Ex. I). The service copy of the Notice of Motion bore a stamp indicating that the moving papers had already been filed with the Clerk’s Office on October 18, 2018 (see

Ex. J). All available information regarding the FedEx delivery under tracking number 773519328409 indicates that the moving papers were not deposited into the custody of FedEx for overnight delivery until October 19, 2018 (see Ex. I, photocopy of shipping label affixed to envelope indicating “SHIP DATE: 19OCT18” together with print-out of tracking information for # 773519328409 indicating item was “Picked up” on October 19, 2018 at 6:07 pm). As such, Owner-Respondents’ attorneys did not complete service of the moving papers until October 19, 2018 (see CPLR § 2103[b][6]).

Owner-Respondents’ attorneys could not have annexed truthful proof of service to the Notice of Motion they filed with the Clerk’s Office on October 18, 2018 since they had not yet served my office at the time of filing. As such, the motion to dismiss should be rejected as defective in form pursuant to 22 N.Y.C.R.R. § 208.4(a).

## **POINT II**

### **OWNER-RESPONDENTS PREVIOUSLY WAIVED ANY OBJECTIONS AND DEFENSES ON THE GROUNDS SET FORTH AT CPLR § 3211(A)(1), 3211(A)(2), AND 3211(A)(8)**

#### **A. Owner-Respondents consented to this Court’s jurisdiction in the August 2018 Stipulation**

At the initial return date in this proceeding, on August 13, 2018, Owner-Respondents appeared by counsel and entered into a stipulation to adjourn the proceeding and extend their time to file a responsive pleading (see Ex. B).

Paragraph 9 of the August 2018 Stipulation provided that “[a]ll parties consent to

jurisdiction” (id.). By signing the Stipulation, Owner-Respondents’ attorneys waived their clients’ right to later raise any jurisdictional objections or defenses, including those provided under CPLR § 3211(a)(2) or § 3211(a)(8). Owner-Respondents’ attempt to raise already-waived jurisdictional objections on the eve of trial should be rejected as untimely and frivolous.

**B. Pursuant to CPLR § 3211(e), Owner-Respondents’ entry of a “General Denial” Answer waived any objections or defenses under CPLR § 3211(a)(1) or CPLR § 3211(a)(8)**

CPLR § 3211(e) establishes time limits for asserting certain grounds for dismissal; namely, objections or defenses based upon a ground set forth in either § 3211(a)(1) or § 3211(a)(8) “is waived” if a party failed to raise it in either a pre-answer motion or in the answer itself (CPLR § 3211[e]).

At the third Court appearance in this proceeding, on September 17, 2018, Owner-Respondents’ attorney entered a handwritten Answer of “General Denial” (Ex. E). Owner-Respondents thereby waived any objection or defense on a ground set forth in either § 3211(a)(1) or § 3211(a)(8). The portions of the moving papers now seeking dismissal on both such grounds should be rejected as untimely and frivolous.

**POINT III**  
**OWNER-RESPONDENTS HAVE NOT ESTABLISHED**  
**GROUND FOR DISMISSAL PURSUANT TO CPLR §**  
**3211(A)(7)**

On a motion brought pursuant to CPLR § 3211(a)(7), Courts are limited

to an examination of the pleadings to determine whether they state a cause of action. Further, we must accept facts alleged as true and interpret them in the light most favorable to plaintiff; and . . . plaintiff may not be penalized for failure to make an evidentiary showing in support of a complaint that states a claim on its face

(Miglino v. Bally Total Fitness of Greater New York, Inc., 20 N.Y.3d 342, 351 [2013], citing Rovello v. Orofino Realty Co., 40 N.Y.2d 633, 635 [1976] for proposition that “as long as a pleading is facially sufficient, the plaintiff is not obligated to come forward with claim-sustaining proof in response to a motion to dismiss”). While Owner-Respondents’ moving papers also cited Rovello and acknowledged the same established legal principles, they then proceeded to make frivolous arguments wholly unmoored from this case law.

The moving papers characterized Petitioners’ harassment claims as “simply a community spread vicious rumor,” and argued that “[r]umors cannot be trusted and therefore the Petitioner[s] failed to state a cause of action upon [which] relief can be granted” (Owner-Respondents’ memorandum of law at 13). This argument is directly at odds with the case law cited earlier in the moving papers (see id., citing Foley v. D’Agostino, 21 A.D.2d 60, 65 [1st Dep’t 1964] for proposition that “the allegations are deemed to be true, whereby everything that



may be reasonably implied may be deemed true as well”). On a CPLR § 3211(a)(7) motion, Courts must “accept facts alleged as true” (Miglino, 20 N.Y.3d at 351 [citation omitted]), and cannot abandon this well-established presumption simply because the moving party has self-servingly described the allegations as an untrustworthy “rumor.”

Moreover, all of the claims set forth in the Verified Petition and nine accompanying tenant affidavits were corroborated by annexed documentary exhibits that included Court records as well as computerized records of violations issued against Owner-Respondents by various City agencies (see, e.g., Verified Petition, Ex. C, Order and Judgment entered against Owner-Respondents in HPD-initiated heat/hot water HP proceeding under Index No. 8149/17-BX; Ex. E, print-out of computerized records of HPD-issued violations at subject premises as of July 22, 2018; Ex. I, print-out of computerized records of DOHMH inspections of subject premises resulting in findings of “Active Rat Signs” on June 12, 2018, March 5, 2018, April 12, 2017, and March 21, 2017; Ex. K, print-out of computerized record of open DOB-issued boiler violation at subject premises). Additional Court records from eviction proceedings commenced in February 2018 against Petitioners Blonnie Rodgers and Lillian Morada are also annexed to these papers as further proof that Owner-Respondents have engaged in the alleged forms of harassment (see Ex. K, L).

Owner-Respondents moved for dismissal based upon a self-serving affidavit from the building's Managing Agent and two Work Orders concerning repairs in Apartments # 3A and 3B—neither of which have any bearing upon the boiler, staircase, or rodent conditions at issue in this HP proceeding. Such evidence falls far short of establishing grounds for dismissal pursuant to CPLR § 3211(a)(7) (see Guggenheimer v. Ginzburg, 43 N.Y.2d 268, 275 [1977] [citations omitted], explaining that on a motion to dismiss, “[w]hen evidentiary material is considered, the criterion is whether the proponent of the pleading has a cause of action, not whether he has stated one, and, unless it has been shown that a material fact as claimed by the pleader to be one is not a fact at all and unless it can be said that no significant dispute exists regarding it, again dismissal should not eventuate”).

**POINT IV**  
**OWNER-RESPONDENTS’ CANNOT CONCOCT AN  
INDISPENSABLE PARTY THROUGH SELF-SERVING  
SPECULATION ABOUT PRIOR OWNERS**

It is well-established “that dismissal for failure to join a necessary party should eventuate only as a ‘last resort’” (L-3 Commc'ns Corp. v. SafeNet, Inc., 45 A.D.3d 1, 11 [1st Dep’t 2007], quoting Saratoga County Chamber of Commerce, Inc. v. Pataki, 100 N.Y.2d 801, 821 [2003], cert. denied 540 U.S. 1017 [2003]). Even in the absence of a party “who should be joined” under subdivision (a) of CPLR § 1001, Courts still must consider each of the five factors set forth under

subdivision (b) before reaching a conclusion that dismissal is warranted (see L-3 Commc'ns Corp., 45 A.D.3d at 11).

Owner-Respondents' self-serving speculation that tenants may have been harassed by prior owners of 386 East 139<sup>th</sup> Street clearly does not justify the last resort outcome of dismissal under CPLR § 3211(a)(10). Moreover, the tenant affidavits annexed to the Verified Petition included very specific allegations pinpointing Owner-Respondents' acquisition of the building as the beginning of the substandard conditions and harassment at issue (see, e.g. Ex. A, affidavit of Blonnie Rodgers at ¶ 8, recalling that “[b]efore the new owners took the building, I used to love coming home. . . . But now coming home has become the thing I fear all the time”; Ex. A, affidavit of Francisco Ruiz at ¶ 5, describing being “harassed by the new landlord”; Ex. A, affidavit of Juan Cano at ¶ 9, specifying that ever [s]ince the new owners took over after Vincent Garrow left, things haven’t been the same,” and that under the ownership of “Willis Apartments LLC . . . I never get leases, conditions in the building and my apartment can stay bad forever, and any time I try to call the management office they don’t answer”).

Since Petitioners' harassment allegations are, in fact, specific to the acts or omissions of Owner-Respondents, and because, “in its present incarnation, the joinder provision is to be employed to avoid dismissal” (Red Hook/Gowanus Chamber of Commerce v. New York City Bd. of Standards & Appeals, 5 N.Y.3d

452, 459 [2005] [citation omitted] [emphasis added]), there is no basis for dismissing this HP proceeding under CPLR § 3211(a)(10).

**CONCLUSION**

For all of the reasons stated herein, Petitioners respectfully ask that the Court deem the subject motion defective as to form; or, in the alternative, that the Court deny the motion to dismiss in its entirety and grant any further relief as the Court should deem appropriate.

Dated: New York, New York  
October 26, 2018

Yours, etc.



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COMMUNITY DEVELOPMENT PROJECT  
URBAN JUSTICE CENTER  
*Attorneys for Tenant-Petitioners*  
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# EXHIBIT A

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

Index No: HP

**ORDER TO SHOW CAUSE  
AND VERIFIED PETITION**

*Tenant-Petitioners,*

-against-

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
Upon reading the annexed verified Petition of the above-named Tenant-Petitioners,  
verified on July 18, 2018, and good cause having been shown,

IT IS ORDERED that Saul Pillar, Sam Rosen, Pyramid, Willis Apartments, LLC,  
(collectively, "Owner-Respondents"), and the NYC Department of Housing Preservation and  
Development (hereinafter, "HPD"), the NYC Department of Buildings (hereinafter, "DOB"), the  
NYC Department of Health and Mental Hygiene (hereinafter, "DOHMH"), and, the NYC Fire  
Department (hereinafter, "FDNY"), appear in Part H of the Civil Court of the City of New York,

County of Bronx, to be held in room 560 of the Courthouse located at 1118 Grand Concourse, Bronx, NY on August 13, 2018 at 9:30 a.m. or as soon thereafter as the parties or counsel can be heard, and show cause why an order should not be made and entered:

~~(1) ordering an immediate injunction against Owner-Respondents conducting any demolition and/or construction work at 386 E. 139<sup>th</sup> Street aka 249 Willis Avenue (hereinafter, "subject premises") that poses a risk to the health and safety of the Tenant-Petitioners and occupants including, but not limited to, electrical work, plumbing work, installation of drywall, plaster, and painting, pending the resolution of this case;~~

(2) ordering an immediate injunction against Owner-Respondents and/or agents of the Owner-Respondents from violating Sections 27-2005(d) and 27-2115(m)(5) of the New York City Administrative Code. Specifically, ordering Owner-Respondents and their agents refrain from:

- a. contacting tenants regarding signing surrender or buyout agreements; —
- b. threatening or actually preventing tenants from meeting as a tenant association; —
- c. sending tenants rent statements that are inaccurate or contain inapplicable fees; —
- d. asking tenants to sign backdated leases; —
- e. threatening tenants with or actually commencing baseless eviction cases; —
- f. visiting tenants at their apartments without advance notice under non-emergency circumstances; —
- g. threatening to withhold or actually withholding essential services; —
- h. entering tenants' apartments without authorization; —
- i. false starts with necessary construction resulting in failure to provide essential services and/or creating a pathway for severe vermin infestation; —

- j. using threatening language, such as "you're stepping on the wrong toes," when inside tenants' apartments.
- (3) ordering the immediate restoration of all essential services, including hot water that is tested at a safe temperature and not found to be "scalding hot" by an HPD investigator;
  - (4) directing the Owner-Respondents to correct the conditions set forth in the annexed petition, any new violations that arise during the pendency of this proceeding, as well as all other violations of the Housing Maintenance Code, Building Code, and Multiple Dwelling Law that exist in the Tenant-Petitioners' apartment and the public areas of the building within the times provided by NYC Admin. Code §27-2115(c);
  - (5) imposing civil penalties upon the Owner-Respondents, pursuant to NYC Admin. Code § 27-2115, for failing to correct the outstanding violations of the Housing Maintenance Code, Building Code, and Multiple Dwelling Law that exist in the Tenant-Petitioners' apartments and in the public areas of their building within the time required by law;
  - (6) finding that Owner-Respondents have violated NYC Admin. Code § 27-2005(d);
  - (7) ordering Owner-Respondents to immediately correct the conditions giving rise to the violation of NYC Admin. Code § 27-2005(d);
  - (8) ordering Owner-Respondents to refrain from violating NYC Admin. Code § 27-2005(d);
  - (9) directing Owner-Respondents to pay a civil penalty of no less than \$1,000 and no more than \$10,000 for each dwelling unit wherein a violation of § 27-2005(d) occurred;
  - (10) recommending or employing any other remedy, program, procedure, or sanction authorized by law for the enforcement of the housing standards at issue that would be more effective to accomplish compliance or protect and promote the public interest, pursuant to §110 of the New York City Civil Court Act; and,



(11) providing such other and further relief as may be just and proper, including costs and disbursements of this action and awarding attorney's fees, as appropriate.

IT IS FURTHER ORDERED that pending the hearing and determination of this matter, and pursuant to CPLR §§ 6301, 6311, and 6313; New York City Civil Court Act Art. 1 § 110(a), (c); and, NYC Admin. Code §§ 27-2115(m)(2), 27-2120(b), and 27-2121, Owner-Respondents are (i) enjoined from conducting any demolition and/or construction work at the subject premises that poses a risk to the health and safety of the Tenant-Petitioners and occupants including, but not limited to, electrical work, plumbing work, and installation of drywall and painting pending the resolution of this case; and, (ii) enjoined from engaging in any activities in violation of NYC Admin. Code § 27-2005(d).

IT IS FURTHER ORDERED that service of copies of this Order and the papers annexed hereto shall be made on or before August 6, 2018, as follows:

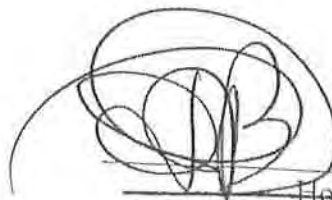
- (1) on Saul Pillar, Sam Rosen, Pyramid, and Willis Apartments, LLC by overnight mail at the addresses registered with HPD and the NYS Division of Corporations; and,
- (2) on HPD, DOB, DOHMH, and FDNY by personal delivery or overnight mail.

Service in the manner set forth herein shall be deemed good and sufficient.

IT IS FURTHER ORDERED that, pursuant to CPLR §403, Respondents shall serve on Petitioners' counsel and file any answer with any supporting papers by August 10, 2018.

*The application for poor person relief is granted.*

Dated: August 6, 2018  
Bronx, NY



Hon. JHC  
So Ordered

Honorable David J. Bryan

To: SAUL PILLAR  
1425 38<sup>th</sup> Street  
Brooklyn, NY 11218

SAM ROSEN  
1425 38<sup>th</sup> Street  
Brooklyn, NY 11218

PYRAMID  
1425 38<sup>th</sup> Street  
Brooklyn, NY 11218

WILLIS APARTMENTS, LLC  
1425 38<sup>th</sup> Street  
Brooklyn, NY 11218

NYC DEPARTMENT OF HOUSING PRESERVATION & DEVELOPMENT  
Housing Litigation Bureau  
100 Gold Street  
New York, NY 10038

NYC DEPARTMENT OF BUILDINGS  
Mona Seghal, General Counsel  
280 Broadway, 5th Floor  
New York, NY 10007

NYC DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
Thomas Merrill, General Counsel  
Gotham Center  
42-09 28<sup>th</sup> Street, 14<sup>th</sup> Floor, CN 30  
Long Island City, NY 11101

NYC FIRE DEPARTMENT  
Bureau of Legal Affairs  
9 Metro Tech Center, 4<sup>th</sup> Floor  
Brooklyn, NY 11201

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

Index No: HP

**AFFIRMATION OF  
IMMEDIATE URGENCY**

*Tenant-Petitioners,*

-against-

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

and NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
CATHERINE BARREDA, an attorney duly licensed to practice law in the Courts of the  
State of New York, hereby affirms the following facts are true under penalty of perjury, except  
as to those matters stated upon information and belief. As to those matters, I believe them to be  
true based upon information provided to me by my clients and a review of the files maintained  
within my office. Your affirmant also sets forth the following propositions of law:

1. I am employed by the Community Development Project at the Urban Justice Center, 123  
William Street, 16<sup>th</sup> Floor, New York, New York 10038, the attorneys who hereby appear

for the above-named Tenant-Petitioners. As such, I am fully familiar with all facts and circumstances of this case.

2. I make this affirmation of immediate urgency in support of Tenant-Petitioners' motion for a temporary restraining order and preliminary injunction against Owner-Respondents, enjoining them from:

- a. ~~conducting any demolition and/or construction work at the subject premises that poses a risk to the health and safety of the Tenant-Petitioners and occupants including, but not limited to, electrical work, plumbing work, and installation of drywall and painting pending the resolution of this case; and,~~
- b. engaging in harassment and/or any activities in violation of NYC Admin. Code § 27-2005.

#### **Preliminary Statement**

3. New York City is experiencing an affordable housing crisis where the rights of many members of our community are being violated, especially those living in rent stabilized apartments. Owners of rent stabilized buildings stand to gain thousands, if not millions, once a building becomes vacant. In order to expedite the gentrification of a neighborhood, many landlords resort to tenant harassment as a means to an end. Here, the elderly, terminally ill, and children are forced to live in egregious conditions, e.g., collapsed ceilings, missing bathroom sinks, and *severe vermin infestation leading parents to find rats in bed with their children*. These same tenants have also found themselves in Housing Court with nonpayment cases seeking improper rent amounts and receiving

empty promises of repairs. All of these practices lead tenants to believe there are no choices but to leave their homes in order to find safe and habitable housing.<sup>1</sup>

4. The tenants of 386 E. 139<sup>th</sup> Street, a rent stabilized building located in the rapidly gentrifying Mott Haven neighborhood of the South Bronx – currently being advertised to buyers and renters as the ‘Piano District’ – have organized themselves into a fierce Tenant Association. The Tenant Association asserts their right to a safe and habitable building, free from threats and harassment, and asks this Court to stand with them as they fight for their home. *See Exhibit A*, Bronx Times Article, dated 05/22/2017.
5. Tenant-Petitioners, including elderly and terminally ill longtime residents, respectfully request this Court’s immediate intervention to stop Owner-Respondent’s continued and willful neglect of the many dangerous conditions in the subject premises, and ask the Court to put an end to Owner-Respondent’s ongoing and aggressive harassment.

### **I. Brief Background**

6. The above-named Tenant-Petitioners reside in nine apartments at 386 E. 139<sup>th</sup> Street, Bronx, New York 10454 (hereinafter, “subject premises/home(s)”). The subject premises is a multiple dwelling located in Bronx County, in the City and State of New York.
7. Tenant-Petitioners occupy apartments at the subject premises as set forth in **Schedule A** annexed to this petition. Upon information and belief, the Tenant-Petitioners’ apartments are rent stabilized.
8. Tenant-Petitioners have lived in the subject premises for many years, some for nearly half a century, and when Owner-Respondents purchased and/or began to manage the building,

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<sup>1</sup> Stabilizing NYC, *The Predatory Equity Story: Tenant Perspectives on Speculative Landlords, Displacement, and Fighting for Justice*, (2017), [https://cdp.urbanjustice.org/sites/default/files/CDP.WEB.doc\\_Report\\_SNYCPredatoryEquity\\_20171214\\_0.pdf](https://cdp.urbanjustice.org/sites/default/files/CDP.WEB.doc_Report_SNYCPredatoryEquity_20171214_0.pdf) (last visited July 22, 2018).

Tenant-Petitioners were immediately victim to various attempts to compel them to surrender their rights as rent stabilized tenants. *See Affidavits of Juan Cano, Walter Uzhca, Francisco Ruiz, Roy Cano, Blonnie Rodgers, Lillian Morada, Juliana Martinez, Shaquan Clark, and Lleimy Garcia* (collectively, “Tenant-Petitioners’ **Aff.**”). Over the last few years, Owner-Respondent has engaged in a continuous pattern of tenant harassment including, but not limited to, minimal buyout offers (\$1,500-\$5,000), offering improperly backdated leases, and providing wholly inadequate, if any, repairs to dangerous conditions. *Id.*

9. Upon information and belief, dangerous conditions currently exist at the subject premises, including, but are not limited to, excessive and/or dangerous heat and hot water, defective banisters, defective and uneven steps, defective and/or missing rubber edging on steps, and severe vermin infestation. Annexed here as **Schedule B** are a list of common area conditions.
10. In or around February 2017, HPD initiated an HP case against Owner-<sup>Resp.</sup>~~Petitioners~~ for failure to provide essential services, including no heat and no water throughout the subject building. *See Exhibit B*, HPD Initiated HP Index No. 8149/2017. Judge Laurie Marin issued an Order and Judgment against Owner-<sup>Resp.</sup>~~Petitioners~~ to correct outstanding violations and ordered Owner-Petitioners to pay \$500.00 in civil penalties. *See Exhibit C*, Order to Correct & Civil Penalties, dated 03/28/2017.
11. Unfortunately, it was a mere two months after the HPD initiated HP case ended, in or around May 2017, that Tenant-Petitioners were required to take further action against Owner-Respondents because ceilings were collapsing, elderly tenants were forced to use a dangerous staircase as the only form of egress, and the vermin infestation that exists

throughout the subject building causing parents to find rats in bed with their children.

*See* **Exhibit A** and **Tenant-Petitioners' Aff.**

12. In or around May 2017, the Tenant Association held a press conference in front of their building to call attention to the many horribly dangerous conditions in their building with the hopes of gaining the attention of Owner-Respondents. *See* **Exhibit A.**

13. Upon information and belief, Owner-Respondents did respond to some of the more egregious conditions, but only after the press release in May 2017. *See* **Roy Cano Aff.**,

¶16. Tenants recall the day after the press release as unsettling because Owner-Respondents and/or its agents went to the subject building violently knocking on doors asking what they wanted them to fix. *Id.*

14. Then, beginning again in or around March 2018, the Tenant Association was meeting regularly because several dangerous conditions in their homes persisted unabated, and calls to Owner-Respondents were ignored or returned at inappropriately late hours where Owner-Respondents and/or its agents insulted, mocked, and threatened tenants seeking repairs. *See* **Roy Cano Aff.**, ¶¶ 31-37, and **Exhibit D**, HPD Open Violation Report, dated 03/05/2018.

15. Also around this time, upon information and belief, tenants began to file individual complaints with DHCR for decreased services. Soon after the complaints were filed, upon information and belief, the Owner-Respondents began making hasty patch up jobs in a weak attempt to cure violations. However, as the affidavits of Tenant-Petitioners will make clear, the patch jobs are inadequate and create further hazardous conditions throughout the subject building and tenant apartments. *See* **Tenant-Petitioners' Aff.**

16. There also exist recent violations issued by HPD and DOB for the subject premises. *See* **Exhibit E**, HPD Open Violation Report, dated 07/22/2018, and **Exhibit F**, DOB Violation Report, dated 07/22/2018.
17. Some conditions have not yet been inspected by HPD, both in the common areas of the subject building as well as individual apartments. *See* **Exhibit G**, Pictures of Apartment 5D, dated May and/or June 2018. In the attached photographs, there is a sink sitting outside of a bathroom that has forced tenants and their children to brush their teeth in the bathtub for weeks alongside gaping holes in the bathroom walls allowing vermin to enter. *See* **Walter Uzhca Aff.**, ¶¶ 19-24, and **Exhibit G**.
18. Additionally, Owner-Respondent and/or its agents have repeatedly and continually verbally harassed, threatened and intimidated Tenant-Petitioners in and around the subject premises and/or individual apartments in the following manners between approximately 2014 and present day by:
- a. contacting tenants regarding signing surrender or buyout agreements;
  - b. threatening or actually preventing tenants from meeting as a tenant association;
  - c. sending tenants rent statements that are inaccurate or contain inapplicable fees;
  - d. failure to provide proper renewal leases and/or asking tenants to sign improper and/or backdated leases;
  - e. threatening tenants with or actually commencing baseless eviction cases;
  - f. visiting tenants at their apartments without advance notice under non-emergency circumstances;
  - g. threatening to withhold and/or withholding essential services;
  - h. entering tenants' apartments without authorization;



- i. false starts with necessary construction resulting in failure to provide essential services and/or creating a pathway for severe vermin infestation;
- j. using threatening language, such as “you’re stepping on the wrong toes,” when inside tenants’ apartments.

*See Tenant-Petitioners’ Aff.*

19. Tenant-Petitioners respectfully request this Court’s immediate intervention in order to stop the Owner-Respondent’s continued failure to adequately repair dangerous conditions in the subject premises and to stop the ongoing harassment. Without this preliminary relief, these tenants will be irreparably harmed by the Owner-Respondent.

## **II. Statement of Facts**

### **A. Owner-Respondent has Repeatedly Failed to Make Adequate Repairs**

20. Owner-Respondent, Willis Apartments LLC, purchased the subject premises on or around April 10, 2014. *See Exhibit H*, Deed, dated 04/10/2014.
21. Over the last four years, between 2014 and present, Owner-Respondents at the subject premises have engaged in an unlawful pattern and practice of aggressive harassment against Tenant-Petitioners, many of whom are particularly vulnerable because of age, terminal illness, or limited English proficiency. *See Tenant-Petitioners’ Aff.*
22. One way that Owner-Respondent has harassed Tenant-Petitioners is through its repeated failure to make adequate repairs the many hazardous conditions that continue to plague the subject premises. *Id.*

23. Tenant-Petitioner, Lillian Morada, is a 93-year-old woman that lives alone and has had the Owner-Respondent come to remove the mold multiple times, only to have it return again in a matter of days/weeks. *See Morada Aff.*, ¶ 41.
24. Additionally, several Tenant-Petitioners have complained to Owner-Respondent and/or its agents about the staircase being extremely dangerous to all tenants of the building. *See Tenant-Petitioners' Aff.* The staircase is the only form of egress from the subject premises; and therefore, in the event of an emergency, several tenants risk injury while using the staircase.
25. Upon information and belief, Owner-Respondents have violated the Housing Maintenance Code by allowing the staircase to remain a hazardous condition within the subject premises. There also exists a severe vermin infestation, including rats, mice, and cockroaches, throughout the subject premises. *Id.* A list of the current common area complaints is annexed as **Schedule B**.

#### **B. Owner-Respondent has Persistently Harassed Tenants**

26. Over the last four years, between 2014 and present, Owner-Respondents have engaged in an unlawful pattern and practice of aggressive harassment against Tenant-Petitioners, many of whom are particularly vulnerable because of age, terminal illness, or limited English proficiency.
27. Owner-Respondents and their agents have approached and/or communicated with members of at least seven of the nine households in order to induce them to surrender their rent stabilized apartments. *See Affidavits of Juan Cano, Francisco Ruiz, Roy*

**Cano, Blonnie Rodgers, Lillian Morada, Juliana Martinez, and Lleimy Garcia.** This has occurred in nearly all of the Petitioning apartments. *Id.*

28. Tenant-Petitioners have been subjected to abusive telephone conversations with Dmitri and/or Ron, two hired agents of the owner, both of whom are seemingly charged with displacing tenants from their longtime homes. *See Roy Cano Aff.*, ¶¶ 26-41.

29. Tenant-Petitioners have attached nine affidavits detailing the harassment at the subject premises. Some of the more egregious experiences will be described in detail below:

a. **Juan Cano (Apt. 3B):** The affidavit of Mr. Juan Cano, a tenant leader and tenant of record for Apartment 3B, also describes his interactions with Owner-Respondent and/or its agents that include similar patterns of harassment:

i. Mr. Cano was offered multiple buyout/surrender agreements for his apartment in or around 2014 by a man that worked for the Owner-Respondent. He was offered \$1,500 to move. Even after he said no, he still received several voicemails offering money to leave, in addition to the money for a deposit on another apartment and money to pay movers. Mr. Cano did not answer these telephone calls and did not sign any such agreement.

ii. When Mr. Cano's lease expired, in or around 2014, he went to meet with the Owner-Respondent – or someone claiming to be the owner – and they offered money again for him to leave the apartment. He again said no. Then, the lease that was eventually offered to him was “bogus” because “the year was wrong.” He refused to sign the lease. Smartly, Mr. Cano went to Housing Court to ask the advice desk about his lease that was backdated and had several fees for items that were not in his apartment, e.g., microwave and dishwasher. The

lawyer at the advice desk told Mr. Cano to send a certified letter to the Owner-Respondent to say that the lease was wrong. Mr. Cano followed the advice and sent a certified, and notarized, letter to the Owner-Respondent pointing out the flaws in the lease and asking for a proper one. He even made follow up calls, to which there were excuses made. He still does not have a proper renewal lease.

- iii. Each monthly rent statement Mr. Cano received had inexplicable fees attached and a balance that was not owed. Mr. Cano sent a certified letter with copies of the receipts for rent to the Owner-Respondent asking it to remove the fees and the balance from the rent statements. The fees were removed from his statements after the letter.
- iv. In or around 2016 the tenant association formed and began to meet. At the same time, Mr. Cano recalls going the winter “with barely any heat” and says the tenants were being “punished” because “the landlord just wanted us out.” He remembers that there was no heat and no hot water, with minimal maintenance of the common areas. In fact, Mr. Cano recalls that there were random people coming to the building to take out garbage, none that he recognized, and it was done so sloppily that rats and mice began to infest the building.
- v. Also in 2016, the tenant association held a press conference because the Owner-Respondent refused to acknowledge the many conditions the tenants complained of in a letter to the Owner-Respondent. Mr. Cano says that the press conference was the result of many of the elders suffering under poor conditions. He remembers when his mother’s apartment (Apt. 3D) had a pipe

burst that flooded the halls and bathroom in her apartment as well as the apartment below (Apt. 2D). The fire department eventually came to the scene because there was no response from the Owner-Respondent or its agents. Then, the ceiling of Apartment 3C collapsed on the morning of the press conference. After the press conference, the ceiling was repaired. However, the leaks were not adequately repaired, the staircase remains a health and safety hazard, and the vermin infestation in the subject premises has grown worse.

- vi. During the winter of 2017, Mr. Cano says that the heat was entirely too high and tenants were forced to open their windows at all hours each day to breathe. He has also experienced extremely hot water; so hot, in fact, that HPD issued violations for “scalding hot water” as recently as Spring, 2018.

b. **Roy Cano (Apt. 3D):** The affidavit of Mr. Roy Cano, a tenant leader and grandson of the tenant of record for Apartment 3D, describes how he and his grandmother have undergone constant harassment by Owner-Respondent and its agents:

- i. Mr. Cano and his grandmother were offered multiple buyout/surrender agreements for their apartment in or around 2014. They did not sign any such agreement.
- ii. Mr. Cano and his mother were also told to sign backdated leases, to which they refused. They continue to be without a lease.
- iii. Each month, the rent statement has a balance that Mr. Cano and his mother do not owe. The balance is the result of alleged fees, such as late fees; however, they do not pay their rent late.

iv. Mr. Cano also describes how once the tenants formed the tenant association and held a press conference, very few repairs were made before the harassment returned. For example, Mr. Cano recalls a telephone call one night with Dmitri – after business hours and unrelated to an emergency – where the two were discussing a recurring water leak in Mr. Cano’s apartment. Mr. Cano remembers Dmitri saying, “You can have as much tenant meetings as you want, you can have as much lawyers as you want, listen I’ve been working with these people forever, I’ve been dealing with these people forever, this shit ain’t gonna get you nowhere but a rainy roof.”

- c. **Blonnie Rodgers (Apt. 3C):** The affidavit of Ms. Blonnie Rodgers, a tenant leader and tenant of record for Apartment 3C, recounts her interactions with Owner-Respondent and/or its agents that include similar patterns of harassment:
- i. Prior to the rally and press conference that Tenant-Petitioners held in or around May 2017, Ms. Rodgers’ kitchen ceiling had collapsed;
  - ii. Ms. Rodgers, a disabled tenant, has been repeatedly sued in Housing Court for improper rent amounts and/or failed to be heard on her warranty of habitability counterclaims;
  - iii. Ms. Rodgers has been told by Owner-Respondents and/or its agents that she is “stepping on the wrong toes.”

### **C. Vermin Infestation has and/or will Cause Serious Conditions**

30. Tenant-Petitioners have experienced numerous encounters with vermin infestation due to outstanding conditions and/or false starts with necessary construction; for example, a

tenant's bathroom walls continue to have gaping holes allowing vermin to enter – catching rats in his children's beds at night – with their bathroom sink sitting outside of the bathroom, forcing them to brush their teeth over the bathtub. *See Walter Uzhca Aff.*, ¶¶ 18-25, and **Exhibit G**.

31. Each of the nine affidavits describes severe vermin infestation throughout the building and individual apartments, including rats, mice, and cockroaches. *See Tenant-Petitioners' Aff.*

32. Moreover, the subject building has had 'Active Rat Signs' found by inspectors from the DOHMH during the four most recent inspections on June 12, 2018, March 5, 2018, April 12, 2017, and March 21, 2017. *See Exhibit I*, DOHMH Rat Information Portal, dated 07/22/2017.

### **III. This Court Should Grant the Preliminary Relief Requested**

#### **A. The Relief Sought by Tenant-Petitioners**

33. To obtain injunctive relief, Tenant-Petitioners must show that they have a likelihood of prevailing in this proceeding, that they will be irreparably harmed if the relief is not granted, and that the equities are balanced in their favor. CPLR § 6301; *DiFabio v. Omnipoint Communications, et al.*, 2009 WL 3210142 (N.Y.A.D. 2d Dept., 2009); *Doe v. Axelrod*, 73 N.Y.2d 748, 750 (1988); *W.T. Grant v. Srogi*, 52 N.Y.2d 496, 517 (1981).

34. Tenant-Petitioners seek a temporary restraining order and preliminary injunction to prevent the following:

- a. Further harassment of Tenant-Petitioners at the subject building in contravention of Section 27-2005 of the NYC Admin. Code;
- b. And further dangerous construction and/or demolition work by Owner-Respondents, pursuant to Section 27-2115(m)(2) of the NYC Admin. Code, that has and/or is likely to lead to more severe vermin infestation than that which presently exists and/or other dangerous conditions. Tenant-Petitioners ask this Court for an order, enjoining Owner-Respondents from making the building a further danger to Tenant-Petitioners' health and safety, including but not limited to any and all construction work in the subject building that poses a risk to the health and safety of the Tenant-Petitioners and occupants including, but not limited to, electrical work, plumbing work, installation of drywall, plaster, and painting, pending the resolution of this case; and,
- c. Enjoining Owner-Respondents from engaging in any activities in violation of Section 27-2005 of the NYC Admin. Code.

35. The enforcement of minimum housing standards is necessary to protect the welfare of the people of New York City. NYC Admin. Code § 27-2002. *See also Prometheus Realty Corp., et al. v. City of New York*, 80 A.D.3d 206, 911 N.Y.S.2d 299 (1st Dep't 2010) (holding that the Housing Part has equitable jurisdiction to protect residential tenants from harassment by their landlords, noting that CCA § 110(a)(4) "authorizes the Housing Part to issue equitable relief such as restraining orders and injunctions in order to enforce 'housing standards'" and that this power is not restricted to causes of action involving the physical conditions of buildings).



36. Tenant-Petitioners easily satisfy the requirements for a temporary restraining order and preliminary injunction, pursuant to CPLR §§ 6301, 6311, and 6313, and therefore this Court should grant the relief requested herein.

**B. Tenant-Petitioners Have a Strong Likelihood of Success on the Merits**

37. In order to justify the preliminary relief, Tenant-Petitioners need not establish a certainty of success on their claims, but need only make a *prima facie* showing of their likelihood of success. *McLaughlin, Piven, Vogel Inc. v. W.J. Nolan & Co.*, 114 A.D.2d 165, 498 N.Y.S.2d 146 (2nd Dep't 1986).

**i. Failure to Make Adequate Repairs to Dangerous Conditions**

38. Tenant-Petitioners have been repeatedly subjected hazardous conditions in the common areas of the subject building and in their individual apartments. These conditions linger on with the explicit purpose of encouraging tenants to surrender their rights and their apartments.

39. Included in the conditions Tenant-Petitioners outline in their affidavits are: broken and/or defective and unsafe staircase, inadequate and/or excessive heat, and, inadequate and/or excessive hot water.

40. Failure to provide essential services such as heat and hot water are violations of the Housing Maintenance Code. NYC Admin. Code §§ 27-2009.2, 27-2004(48)(a).

41. The structurally defective, broken, and/or inadequately maintained staircase in the subject building serves as the building's primary egress. This condition violates the Housing Maintenance Code, Construction Codes, Building Code, and Fire Code. *See, e.g.*, Housing Maintenance Code [NYC Admin. Code] § 27-205; NYC Construction Codes

[NYC Admin. Code] § 28-301.1, mandating that all “means of egress, materials, devices, and safeguards that are required in a building by the provisions of this code, the 1968 building code or other applicable laws or rules . . . shall be maintained in good working condition”; NYC Fire Code [NYC Admin. Code] § 29-1027.1, providing that “[t]he means of egress for buildings, structures or premises, or parts thereof, shall be maintained in accordance with the construction codes, including the Building Code and this section”.

42. Owner-Respondents’ continued failure to make adequate repairs to the many dangerous conditions throughout the subject building constitute failures to provide essential services, and therefore violate the Housing Maintenance Code.

**ii. Owner-Respondents are Aggressively Harassing Tenant-Petitioners**

43. Tenant-Petitioners experience intense harassment and threats that are made with the explicit purpose of inducing tenants to surrender their homes.

44. In 2008, the New York City Council passed the New York City Tenant Protection Act, Local Law No. 7 (2008) of the City of New York (“Local Law”). This law was enacted “to address a perceived effort by landlords to empty rent regulated apartments by harassing tenants into giving up their occupancy rights.” *Aguaiza v. Vantage Props., LLC*, 69 A.D.3d 422, 893 N.Y.S.2d 19 (1st Dep’t 2010). Local Law 7 achieves its purpose by providing “legal remedies for tenants experiencing harassment by landlords attempting to force them out.” *Prometheus*, 80 A.D.3d 206 at 208.

45. Pursuant to Local Law 7, paragraph (48)(a), Section 27-2004 of the NYC Admin. Code, harassment is defined as any act or omission by or on behalf of an owner that:

- (1) causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

(2) includes one or more of the following:

using force against, or making express or implied threats used against any person lawfully entitled to occupancy; repeated interruptions or discontinuances of essential services or an interruption or discontinuance of essential service for an extended duration or of such significance as to substantially impair the habitability of such dwelling unit; offering money or other valuable consideration to a person lawfully entitled to occupancy of such dwelling unit to induce such person to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

NYC Admin. Code § 27-2004(48)(a).

46. NYC Admin. Code further provides that:

The owner of a dwelling shall not harass any tenants or persons lawfully entitled to occupancy of such dwelling as set forth in paragraph 48 of subdivision a of section 27-2004 of this chapter.

NYC Admin. Code § 27-2005(d).

47. Should an owner violate NYC Admin. Code § 27-2005(d), the harassment “shall be a class ‘C’ immediately hazardous violation.” NYC Admin. Code § 27-2115(m)(1).

48. Pursuant to NYC Admin. Code § 27-2115(m)(2), if a violation of harassment is found, the Court:

- may issue an order restraining the owner of the property from continuing to harass the tenant(s) and directing the owner to ensure that no further harassment occurs;
- shall impose a civil penalty of not less than \$1,000 and not more than more than \$10,000 for each dwelling unit in which a tenant or any person lawfully entitled to occupancy of such unit has been the subject of the harassment;
- may provide such other relief as the Court deems appropriate.

49. Sections 27-2120(b) and 27-2121 of this remedial Code also enable this Court to enjoin a landlord from harassing a tenant or a group of tenants. *See* NYC Admin. Code § 27-2120(b). *See also* *Aguaiza*, 69 A.D.3d 422 at 424 (referring to NYC Admin. Code § 27-

2120(b), the court noted that a “joint” claim may be brought by a group of tenants “as an alternative to pleading repeated wrongful conduct against an individual”). NYC Admin. Code § 21-2121.

50. The Owner-Respondents have engaged in harassment by making the environment in the subject building both physically hazardous and inhospitable in an ongoing effort to pressure Tenant-Petitioners into forfeiting their rent regulated tenancies. Agents of Owner-Respondents have made a range of explicit and implicit threats in order to compel tenants to waive their rights and/or to surrender their homes. *See Tenant-Petitioners’ Aff.*

**iii. Vermin Infestation has and/or will Cause Serious Conditions**

51. The illegal conditions and methods of construction – or false starts – at the subject building have created an unsafe living situation for Tenant-Petitioners, exposing tenants to ongoing and severe vermin infestation and other hazards that have and/or will cause serious conditions. This is evidence of inducement to surrender their apartments in direct violation of Local Law 7.

52. Both the NYC Admin. Code and the Rules of the City of New York have detailed work requirements for construction in residential housing. The requirements apply to all multiple dwelling buildings constructed before 1960, including the subject building. There are specific procedures requiring for job site preparation, work methods, and daily clean up. Owner-Respondents are not in compliance with those procedures. *See NYC Admin. Code §§ 17-181, 27-2056.11 (and .5, .16, .17); 24 RCNY § 173.14; 28 RCNY Chapter 11.*

53. Tenant-Petitioners have experienced unfinished construction in their homes with the promise of an agent of Owner-Respondent to return, only to be left with gaping holes through which rats enter the home and are found in the beds of minors. *See Walter Uzhca Aff. and, Exhibit I.*
54. Upon information and belief, Owner-Respondents are not properly sealing off the work areas allowing possible dangerous substances to travel throughout the subject building.
55. Upon information and belief, Owner-Respondents engage in construction work in vacant apartments with doors open.
56. These illegal conditions and methods of construction work at the subject building have created an unsafe living situation for Tenant-Petitioners.

**C. Tenant-Petitioners will Suffer Irreparable Harm if a Temporary Restraining Order and Preliminary Injunction are Not Issued**

57. If a temporary restraining order and preliminary injunction are not issued to enjoin Owner-Respondents from engaging in harassment and from engaging in dangerous construction work at the subject building, Tenant-Petitioners will suffer immediate and irreparable harm.
58. Unlike financial harm, physical and emotional suffering is irreparable harm even though the sufferer may later have a cause of action for damages. *See, e.g., Doe v. Dinkins*, 192 A.D.2d 270, 272 (1st Dep't 1993) (conditions in homeless shelter, including "overcrowding, fire hazards, and vulnerability to crime" constituted irreparable harm justifying preliminary injunction requiring reduction of shelter population and correction of code violations); *Slade v. Koch*, 135 Misc.2d 283 (Sup. Ct. NY Co. 1987) (granting preliminary injunction prohibiting placement of medically vulnerable families into

barracks-like homeless shelters because the threat of contagion or medical complications constituted irreparable harm).

59. The continuation of construction, or rather the pattern of beginning work only after action is taken by the Tenant Association, threatens to render the Court's judgment on the legality of that work moot and ineffectual. Preserving the effectiveness of the Court's jurisdiction is a statutory purpose of preliminary relief. *See* CPLR 6301 ("A preliminary injunction may be granted in any action where it appears that the defendant threatens or is about to do, or is doing or procuring or suffering to be done, an act . . . tending to render the judgment ineffectual"). For this reason, courts routinely preliminarily enjoin building alterations pending the determination of the legality of the alterations. *See South Ferry Bldg. Co. v. J. Henry Schroder Bank & Trust Co.*, 91 A.D.2d 963 (1st Dep't 1983) (enjoining electrical alterations pending determination of whether alterations violated lease); *Unique Laundry Corp. v. Hudson Park N.Y. LLC*, 55 A.D.3d 382 (1st Dep't 2008) (enjoining removal of laundry room fixtures pending determination of whether owner of fixtures had tenancy right to occupy laundromat space); *Chambers Delicatessen, Inc. v. Realty Equities Park Chambers Corp.*, 28 A.D.2d 531 (1st Dep't 1967) (enjoining alteration of storefront pending determination of whether alteration would violate lease).
60. Furthermore, if the harassment, in all of its forms found in the instant proceeding, continues unabated, the damage to Tenant-Petitioners' health and safety may force them from their homes. New York courts have repeatedly held that an eviction constitutes irreparable harm. *See, e.g., Terrell v. Terrell*, 279 A.D.2d 301, 719 N.Y.S.2d 41 (App. Div. 2001); *Reynolds v. DHCR*, 199 A.D.2d 15, 604 N.Y.S.2d 567 (App. Div. 2001); *Jiggets v. Perales*, 202 A.D.2d 341, 609 N.Y.S.2d 222 (App. Div. 1994); *Brownley v.*

*Doar*, 11 Misc.3d 615, 811 N.Y.S.2d 894 (Sup. Ct. 2006); *Ansonia Tenants' Coalition, Inc. v. Ansonia Assoc.*, 151 Misc.2d 213, 217, 573 N.Y.S.2d 211, 215 (Sup. Ct. 1991); *Murphy v. Wyman*, 68 Misc.2d 894, 328 N.Y.S.2d 520 (Sup. Ct. 1972); *Spezio v. Sutphin-Flushing Realty Corp.*, 17 Misc.2d 960, 181 N.Y.S.2d 933 (Sup. Ct. 1958).

61. Upon information and belief, at least one tenant has already surrendered her rent regulated apartment. *See Lleimy Garcia Aff.*, ¶ 8.
62. If a temporary restraining order and preliminary injunction are not issued, and Owner-Respondents are thereby permitted to continue harassing the tenants in violation of the rent stabilization laws in a targeted effort to displace these long-term tenants from the subject building, then Tenant-Petitioners will suffer immediate and irreparable harm.

#### **D. Balancing of the Equities Favors Tenant-Petitioners**

63. As detailed above, if the preliminary injunction is not granted, Tenant-Petitioners face extremely serious harm in the form of the various health problems and/or possible physical injury from dangerous conditions and/or constructive evictions from their home. The very real prospect of more serious harm can only be avoided through injunctive relief.
64. On the other hand, if the temporary restraining order and preliminary injunction are issued, there will be no new burden or prejudice on Owner-Respondents, as Owner-Respondents are not permitted to violate laws governing harassment.
65. Tenant-Petitioners seek only an order to guarantee that Owner-Respondents begin to comply with the law by ceasing their illegal harassment in its many forms.

66. The temporary restraining order and preliminary injunction sought by Tenant-Petitioners would not require Owner-Respondents to take any affirmative action. Rather, the preliminary injunction would serve only to ensure that Owner-Respondents comply with their preexisting legal duties and obligations.
67. A preliminary injunction is therefore warranted and, until that hearing can be held, this Court should grant Tenant-Petitioners a temporary restraining order with a stay in effect until the hearing date.

#### **IV. Service of Process of this Order to Show Cause**

68. Tenant-Petitioners request that they be permitted to serve the Proposed Order to Show Cause and supporting papers by overnight delivery to Owner-Respondents.
69. Pursuant to NY Comp. Codes R. & Regs. tit. 22 § 202.07(f), there would be significant prejudice to Tenant-Petitioners if advance notice of this application were required to be provided to Owner-Respondents as it would likely result in an exponential increase in the acts of harassment tenants currently suffer and/or a hasty jump to make inadequate repairs in a desperate attempt to finish work prior to the date this Proposed Order to Show Cause is heard, causing the same irreparable harm sought to be avoided.

#### **V. Prior Applications**

70. Pursuant to CPLR § 2217(b), no prior request for the relief sought herein, or any similar relief, has been made.
71. Pursuant to CPLR § 6001, no prior request has been made in this action for the provisional remedy requested herein, or for any other provisional remedy.



WHEREFORE, it is respectfully submitted that the relief sought in the instant motion be granted in its entirety.

Dated: August 2, 2018  
New York, NY

A handwritten signature in black ink, appearing to be 'CB' followed by a long, sweeping horizontal stroke.

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Catherine Barreda

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART B

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

Index No: HP

**VERIFIED PETITION**

*Tenant-Petitioners,*

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
TENANT-PETITIONERS, by their attorney, Catherine Barreda, of the Community  
Development Project at the Urban Justice Center, allege as follows:

1. Tenant-Petitioners of 386 E. 139<sup>th</sup> Street, Bronx, NY 10454 (aka 249 Willis Avenue;  
hereinafter, "subject premises/building") currently live with substandard housing  
conditions in and around the public areas of the subject premises, in addition to the many  
dangerous conditions plaguing their individual homes.

## PARTIES

1. Tenant-Petitioners are tenants of 386 E. 139<sup>th</sup> Street aka 249 Willis Avenue, Bronx, NY 10454 (hereinafter, “the subject building”), a multiple dwelling building which upon information and belief share common building systems, containing a total of 18 units, which are owned, managed and maintained by Owner-Respondents SAUL PILLAR, SAM ROSEN, PYRAMID, and WILLIS APARTMENTS, LLC.

2. Owner-Respondent SAUL PILLAR is the Owner of PYRAMID and WILLIS APARTMENTS, LLC, respectively, and as such is a person who is directly or indirectly in control of the premises, and is thus an “owner” of the subject building as that term is defined by Section 27-2004(a)(45) of the Housing Maintenance Code. *See Exhibit H.*

3. Owner-Respondent SAM ROSEN is the registered Managing Agent and Head Officer of PYRAMID and WILLIS APARTMENTS, LLC, respectively, and as such is a person who is directly or indirectly in control of the premises, and is thus an “owner” of the subject building as that term is defined by Section 27-2004(a)(45) of the Housing Maintenance Code. *See Exhibit E.*

4. Owner-Respondent PYRAMID is the Managing Organization of the subject building, as that term is defined by Section 4(44) of the Multiple Dwelling Law and Section 27-2004(a)(45) of the Housing Maintenance Code. *Id*

5. Owner-Respondent WILLIS APARTMENTS, LLC, is the Corporate Owner of the subject building, as that term is defined by Section 4(44) of the Multiple Dwelling Law and Section 27-2004(a)(45) of the Housing Maintenance Code. *See Exhibit E and H.*

6. Accordingly, Owner-Respondents are legally responsible for keeping the subject building in good repair, ensuring compliance with applicable laws and correcting all violations of these laws.

7. Co-Respondent HPD is the city agency charged with, *inter alia*, enforcing housing standards in New York City and is named as a Co-Respondent herein pursuant to Section 27-2115 of the Housing Maintenance Code.

8. Co-Respondent DOB is the city agency charged with, *inter alia*, enforcing New York City's Construction Codes, Zoning Resolution, and the New York State Multiple Dwelling Law and is named as a Co-Respondent herein pursuant to Section 27-2115 of the Housing Maintenance Code.

9. Co-Respondent DOHMH is the city agency charged with, *inter alia*, enforcing New York City's Health Code and Rules and is named as a Co-Respondent herein pursuant to Section 27-2115 of the Housing Maintenance Code.

10. Co-Respondent FDNY is the city agency charged with, *inter alia*, performing emergency response services and enforcing New York City's Health Code and Rules and the Housing Maintenance Code.

### **REGULATORY SCHEME**

#### **This Court Should Order HPD, DOB, DOHMH, and FDNY to Inspect the Subject Premises and Should Find that Violations of Housing Standards Exist at the Subject Premises**

11. Section 110 of the New York City Civil Court Act (hereinafter, "CCA") grants the Housing Part broad jurisdiction over "actions and proceedings involving the enforcement of state and local laws for the establishment and maintenance of housing standards, including, but not limited to, the multiple dwelling law and the housing maintenance code, building code and health code of the administrative code of the city of New York" (CCA § 110[a]; see also *Prometheus Realty Corp. v. City of New York*, 80 A.D.3d 206, 210, 911 N.Y.S.2d 299, 301 [1st Dep't 2010])

[citations omitted], establishing that “that CCA 110 contemplates more than simply standards for the physical plant or condition of buildings,” and that the Housing Part’s “authority has regularly been invoked to consider subjective claims of nuisance unconnected to the physical condition of the building, such as those concerning excessive noise and noxious odors”).

12. The Housing Part furthermore has expansive powers to “recommend or employ any remedy, program, procedure or sanction authorized by law for the enforcement of housing standards” (CCA § 110[c]; *see also, Pershad v. Parkchester S. Condo.*, 174 Misc. 2d 92, 94, 662 N.Y.S.2d 993, 995 [Civ. Ct., N.Y. Cty. 1997], *aff’d*, 178 Misc. 2d 788, 683 N.Y.S.2d 708 [App. Term, 1st Dep’t 1998]).

13. A tenant or group of tenants may petition the Housing Part to exercise its powers under CCA § 110 and Order HPD and other relevant City agencies—such as DOB, DOHMH, and FDNY—to inspect violations of housing standards in their building (*see, e.g.*, CCA § 110[c]; *see also Schanzer v. Vendome*, 7 Misc. 3d 1018[A], 2005 N.Y. Slip Op. 50658[U], \*5 [Civ. Ct., N.Y. County 2005] [citing CCA § 203[o]] [true and accurate copy of decision attached hereto as **Exhibit J**], holding that HP Part “has jurisdiction over Building Code enforcement,” and “may direct DOB to re-inspect the subject premises to enforce the Building Code).

14. This Court should Order respondents HPD, DOB, DOHMH, and FDNY to inspect the subject premises, and should find violations against Landlords-Respondents for all apartment conditions and building deficiencies constituting violations of the Housing Maintenance Code, Construction Codes, Building Code, Health Code, and Fire Code, as set forth in this petition (*see* Statement of Facts, *infra.*, and **Schedule A**, annexed hereto, for specific apartment conditions and building deficiencies constituting violations of the Housing Maintenance Code, Building Code, Health Code, and Fire Code).

**This Court Should Order Owner-Respondents to Correct All Violations of Housing Standards That Exist at the Subject Premises**

15. A tenant or group of tenants bringing an HP action may seek an Order directing landlords-owners to correct all violations of housing standards found by the court (*see* CCA § 110[a][4], authorizing Housing Part to issue “injunctions and restraining orders or other orders for the enforcement of housing standards under such laws”; *see also* CCA § 110[c], [e]; HMC § 27-2115[h]).

16. If violations of housing standards are found to exist, the owner is required to correct such conditions; there is no defense to an Order to Correct other than the non-existence of violations.

17. The only defenses available in an HP action are to the imposition of civil penalties (*see* HMC § 27-2116[b]).

18. An owner’s failure to comply with the court’s Order to Correct all existing violations of housing standards “will subject it to civil penalties and civil and criminal contempt” (*Schanzer, supra*, **Exhibit J** at \*5 [citing Judiciary Law §§ 750[a][3], 753[a][8], 757; CCA § 110[e]], affirming that “with the ability to compel compliance, this court can ensure that a Respondent-owner corrects an existing Building Code violation”).

19. Additionally, when an owner has failed to correct violations of the Housing Maintenance Code in the time required by law, the Housing Part may impose civil penalties against the owner in accordance with Administrative Code § 27-2115(a).

**Civil Penalties**

20. A tenant or group of tenants may also bring an HP action in order to obtain civil penalties against an owner. *See* NYC Admin. Code § 27-2115.

21. If an owner fails to timely correct any violations pursuant to Section 27-2115(c), civil penalties may be assessed as follows:

not less than ten dollars nor more than fifty dollars for each non-hazardous violation, not less than twenty-five dollars nor more than one hundred dollars and ten dollars per day for each hazardous violation, and not less than fifty dollars nor more than one hundred fifty dollars and, in addition, one hundred twenty-five dollars per day for each immediately hazardous violation, occurring in a multiple dwelling containing more than five dwelling units, from the date set for correction in the notice of violation until the violation is corrected.

*See NYC Admin. Code § 27-2115(a).*

22. For immediately hazardous and/or hazardous conditions, civil penalties may be assessed immediately after the owner's non-compliance with Section 27-2115(c) of the NYC Administrative Code. *See NYC Admin. Code § 27-2115(i).*

23. For non-hazardous conditions, civil penalties may be assessed thirty (30) days after the owner's non-compliance with Section 27-2115(c) of the NYC Administrative Code. *See NYC Admin. Code § 27-211(i).*

## **STATEMENT OF FACTS**

24. Tenant-Petitioners reside at 386 E. 139<sup>th</sup> Street aka 249 Willis Avenue, Bronx, NY 10454 (hereinafter, "subject building").

### **A. Failure to Maintain Staircase Serving as Primary Egress**

25. Tenant-Petitioners allege that there exists a structurally defective, broken, and inadequately maintained interior staircase in the subject building that serves as the building's primary interior egress.

26. This condition violates the Housing Maintenance Code, Construction Codes, Building Code, and Fire Code (*see, e.g.*, HMC § 27-2005; NYC Construction Codes [Administrative Code of the City of New York] § 28-301.1, mandating that all “means of egress, materials, devices, and safeguards that are required in a building by the provisions of this code, the 1968 building code or other applicable laws or rules . . . shall be maintained in good working condition”; NYC Fire Code [Administrative Code of the City of New York] § 29-1027.1, providing that “[t]he means of egress for buildings, structures or premises, or parts thereof, shall be maintained in accordance with the construction codes, including the Building Code and this section”).

**B. Harborages and Infestations of Rats, Mice, Roaches, and other Pests Throughout Building and Individual Apartments**

27. Tenant-Petitioners allege that there exist harborages and infestations of rats, mice, roaches, and other pests throughout the subject building’s public areas and individual apartments. *See Exhibit I and Tenant-Petitioners’ Aff.*

28. These conditions violate the Housing Maintenance Code and Health Code (*see, e.g.*, HMC §§ 27-2018–27-2019; Rules of City of NY Dep’t of Health and Mental Hygiene [24 RCNY] § 151.02, providing that “[a]ll premises capable of attracting or supporting rodents, insects and other pests shall be kept free from rodents, insects and other pests, and from any conditions conducive to pests,” and also mandating that “[t]he person in control of such premises shall take such measures as may be necessary to prevent and control the harborage and free movement of rodents, insects or other pests”).



### **C. Defective and Broken Boiler Unit**

29. Petitioners allege that there exists a defective and broken boiler unit and heating system in the subject building.

30. An active DOB-issued violation pertaining to the subject building's boiler unit currently exists. *See Exhibit K*, DOB Violation Display for 040618LBLVIO05163.

31. Additionally, a boiler replacement project that was originally approved by DOB in December 2016 has been stalled for months after DOB disapproved the Respondent-Owners' permit renewal application in February 2018. *See Exhibit L*, LAA Application Details for No. 220278072.

### **AS AND FOR A FIRST CAUSE OF ACTION**

32. Petitioners are entitled to an Order to Correct all violations described herein.

### **AS AND FOR A SECOND CAUSE OF ACTION**

33. Petitioners request that the Court direct Owner-Respondents to pay civil penalties for all of the above uncorrected violations of record pursuant to Section 27-2115(a) of the NYC Administrative Code.

### **PRIOR APPLICATIONS**

34. No prior application has been made for the relief requested herein.

WHEREFORE, Petitioners respectfully requests that the Court issue an order:

(1) ordering an immediate injunction against Owner-Respondents conducting any demolition and/or construction work at 386 E. 139<sup>th</sup> Street aka 249 Willis Avenue (hereinafter, “subject premises”) that poses a risk to the health and safety of the Tenant-Petitioners and occupants including, but not limited to, electrical work, plumbing work, installation of drywall, plaster, and painting, pending the resolution of this case;

(2) ordering an immediate injunction against Owner-Respondents and/or agents of the Owner-Respondents from violating Sections 27-2005(d) and 27-2115(m)(5) of the New York City Administrative Code. Specifically, ordering Owner-Respondents and their agents refrain from:

- a. contacting tenants regarding signing surrender or buyout agreements;
- b. threatening or actually preventing tenants from meeting as a tenant association;
- c. sending tenants rent statements that are inaccurate or contain inapplicable fees;
- d. asking tenants to sign backdated leases;
- e. threatening tenants with or actually commencing baseless eviction cases;
- f. visiting tenants at their apartments without advance notice under non-emergency circumstances;
- g. threatening to withhold or actually withholding essential services;
- h. entering tenants’ apartments without authorization;
- i. false starts with necessary construction resulting in failure to provide essential services and/or creating a pathway for severe vermin infestation;
- j. using threatening language, such as “you’re stepping on the wrong toes,” when inside tenants’ apartments.

- (3) ordering the immediate restoration of all essential services, including hot water that is tested at a safe temperature and not found to be “scalding hot” by an HPD investigator;
- (4) directing the Owner-Respondents to correct the conditions set forth in the annexed petition, any new violations that arise during the pendency of this proceeding, as well as all other violations of the Housing Maintenance Code, Building Code, and Multiple Dwelling Law that exist in the Tenant-Petitioners’ apartment and the public areas of the building within the times provided by NYC Admin. Code §27-2115(c);
- (5) imposing civil penalties upon the Owner-Respondents, pursuant to NYC Admin. Code § 27-2115, for failing to correct the outstanding violations of the Housing Maintenance Code, Building Code, and Multiple Dwelling Law that exist in the Tenant-Petitioners’ apartments and in the public areas of their building within the time required by law;
- (6) finding that Owner-Respondents have violated NYC Admin. Code § 27-2005(d);
- (7) ordering Owner-Respondents to immediately correct the conditions giving rise to the violation of NYC Admin. Code § 27-2005(d);
- (8) ordering Owner-Respondents to refrain from violating NYC Admin. Code § 27-2005(d);
- (9) directing Owner-Respondents to pay a civil penalty of no less than \$1,000 and no more than \$10,000 for each dwelling unit wherein a violation of § 27-2005(d) occurred;
- (10) recommending or employing any other remedy, program, procedure, or sanction authorized by law for the enforcement of the housing standards at issue that would be more effective to accomplish compliance or protect and promote the public interest, pursuant to §110 of the New York City Civil Court Act; and,
- (11) providing such other and further relief as may be just and proper, including costs and disbursements of this action and awarding attorney’s fees, as appropriate.

IT IS FURTHER ORDERED that pending the hearing and determination of this matter, and pursuant to CPLR §§ 6301, 6311, and 6313; New York City Civil Court Act Art. 1 § 110(a), (c); and, NYC Admin. Code §§ 27-2115(m)(2), 27-2120(b), and 27-2121, Owner-Respondents are (i) enjoined from conducting any demolition and/or construction work at the subject premises that poses a risk to the health and safety of the Tenant-Petitioners and occupants including, but not limited to, electrical work, plumbing work, and installation of drywall and painting pending the resolution of this case; and, (ii) enjoined from engaging in any activities in violation of NYC Admin. Code § 27-2005(d).

Dated: August 2, 2018  
New York, NY



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URBAN JUSTICE CENTER  
By: Catherine Barreda & Rajiv Jaswa  
123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038  
Tel: 646-923-8319

**SCHEDULE A**

386 E. 139<sup>th</sup> Street aka 249 Willis Avenue, Bronx, NY 10454

<b>Apt.</b>	<b>Tenant Name</b>
3B	Juan Cano
5D	Walter Uzhca
4D	Francisco Ruiz
3D	Roy Cano
3C	Blonnie Rodgers
3A	Lillian Morada
2C	Juliana Martinez
2A	Shaquan Clarke
B	Lleimy Garcia

**SCHEDULE B: Common Area Complaints**

386 E. 139<sup>th</sup> Street aka 249 Willis Avenue, Bronx, NY 10454

<b>Location</b>	<b>Complaint</b>
All	Excessive heat and/or Inadequate Heat
Stairs – all	Defective banisters
Stairs – all	Defective/loose/uneven steps
Stairs – all	Defective/missing rubber edging on steps
All	Missing doorbells/buzzers
All	Mice present
All	Cockroaches present
All	Rats present
All	Inadequate lighting
All	Holes in the walls
All	Dirty/dingy hallways and floors.

**VERIFICATION**

STATE OF NEW YORK     )  
  )  
COUNTY OF BRONX     )

S.S.:

, the undersigned, being duly sworn, depose and say that:

1. I am a tenant-petitioner in this proceeding, and reside at 386 E. 139<sup>th</sup> Street, Apt. \_\_\_\_\_, Bronx, NY 10454.
2. I have read or heard the foregoing Petition and know its contents.
3. Those contents are true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe it to be true.

Dated: July 18, 2018  
Bronx, NY

**CATHERINE PATRICIA BARREDA**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02BA6327454**  
**Qualified In Kings County**  
**My Commission Expires July 06, 2019**

  
Tenant Signature

Sworn to before me this  
18 day of July, 2018

  
Notary Public

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )       S.S.:  
COUNTY OF BRONX                    )

JUAN CANO being duly sworn, deposes and says:

1. I am the Tenant Association President and one of the Tenant-Petitioners in this proceeding, and I live with my family at 386 E. 139<sup>th</sup> Street, Apartment 3B, Bronx, NY 10454.
2. I first came to the building around 2000 and lived with my mom, Juana Cano, who lives

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 3B**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454



in Apartment 3D. I stayed with her about a year before moving into my apartment.

3. I moved into my apartment in or around 2001, so I've lived here about 17 years.
4. My apartment is rent stabilized and located on the third floor.
5. I make this affidavit, with the Tenant Association, in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

6. When I first moved into my home, the previous owner, Vincent Garrow, was pretty nice. When I had a problem, they'd fix it in a timely manner. It wasn't perfect but was a nice relationship.
7. For example, one time my fridge had to be changed and they fixed it the following day. And that's how it worked, we'd set a time and day for them to come fix anything wrong. If there was a leak, they would put it together and then clean up afterwards. It was all very timely and scheduled.
8. The super we used to have wasn't bad. I think he was supervised by the owner.
9. Since the new owners took over after Vincent Garrow left, things haven't been the same. Since CYM Management, now Pyramid Management or Willis Apartments LLC, took over our building, I never get leases, conditions in the building and my apartment can stay bad forever, and any time I try to call the management office they don't answer.
10. With these new owners, I've even had to turn down buyout offers and send in certified letters to the landlord to tell them I had paid my whole rent even if the rent statement said different.
11. I know that as the President of the Tenant Association, I don't get as bad as other people in the building, but what the landlord is doing is wrong and that's why we organized to

fight against them.

#### **A. Buyout Offers**

12. I think it was about 4 years ago when a man named Darrell called me. I think he worked for CYM Management, which is what is now called Willis Apartments LLC, or whatever the new landlord's names are – it seems to always change.

13. He called me to offer me \$1,500 to move out. I told him 'no'.

14. He called me several times to talk about it and I wouldn't answer my phone, so he would leave me messages to call him back.

15. Darrell told me he would offer me more money, but never specified how much more. I just remember him leaving me lots of messages.

16. One of the messages he said he would pay me \$1,500, plus the cost of movers and any deposit for a different apartment. I told him 'no'.

17. One time I did meet with the management when my lease expired and they took too long to get me a new one. I remember talking to someone claiming to be the owner that appeared to be an Orthodox Jewish person and they offered me money again.

18. I said 'no' again and told them I knew I could get three times that amount.

19. Those were the last times I remember being offered money. But since then, we haven't had good repairs or leases and get charged fees that make no sense.

20. I think because we couldn't be bought out, they're trying to push us out in other ways.

#### **B. Tenant Association**

21. It was around the fall of 2016 that the tenants began to meet regularly with a tenant organizer and longtime resident of Mott Haven. He was meeting with us not to organize us the way he does for his job; instead, this was because we were neighbors and he knew

that we wanted to fight our landlord for adequate repairs.

22. Still in fall of 2016, the tenants were going through an especially rough time. We were barely getting any heat and I think it's because we were being punished because the landlord just wanted us out.

23. It was freezing cold, no heat and no hot water, and barely any maintenance of the building. There was garbage everywhere. There was always random people coming to do 'maintenance'. That's around the time that rats and mice started to infest the building.

24. The tenant organizer began to come over and we talked about how the neighborhood was changing and about the tenant movement. I slowly got involved and then encouraged my neighbors to get involved for the benefit of the building.

25. During late fall of 2016, we had a press conference because people in the building were really suffering. There was local news there and some Spanish channels that came to listen to us and what was going on in the building.

26. For example, during the press conference, we highlighted that the seniors in the building were really suffering and that we had called the landlord and we were always ignored. I talked about my mom's apartment (Apt. 3D) and how it had a pipe that broke and the apartment below hers (Apt. 2D) was flooded – also the halls and the bathroom of my mom's apartment were flooded. Eventually the fire department came because Luis, the super, never came or answered our phone calls.

27. During the press conference, we also talked about my neighbor, Blonnie Rodgers (Apt. 3C), whose ceiling had collapsed the day of the press conference. It was awful.

28. At that time, I also had a leak from the apartment above me (Apt. 4B) because they tore down that apartment and my ceiling was soaking wet. I had complained to the landlord

but not response.

29. Then, after the press conference, the landlord came in and started to make a few repairs – but it was all patch jobs and not actually repaired. So then a month later, they broke again.

30. They would paint and stuff but never fixed any of the actual problems, so leaks came back, people's ceilings still leaking and problems still here.

### **C. Rent Statement**

31. Our rent statements are always messed up here.

32. There was one time they charged \$25 late fee for no reason. I complained about it because I've never been late on my rent. I left several messages and never got a call back. I wrote a letter with copies of three money orders and/or money order receipts to prove I was never late, so then the landlord took the late fees off.

33. I know a lot of other people that still get charged and are even paying fees for no reason.

### **D. Leases**

34. Around 4 years ago, when the new owner took over and I had to go down there because they weren't giving me a new lease – this is also when they offered me the buyout for the last time – I had to go physically to the office to talk to them about my lease.

35. I told the landlord that he could renew my lease or see how it goes because by law he had to renew it. The landlord said 'okay' and that he would send the lease.

36. He sent it, but it was bogus. The year was wrong and other things wrong on it, like the landlord was trying to charge me for a dishwasher and microwave that I didn't even have.

37. I took the bogus lease to Housing Court to get advice. The lawyers or people I talked to advised me and said I should send a certified letter saying the lease is wrong and that I

want a lease saying what I actually have in the apartment.

38. I did do what they advised, I sent a certified letter to the landlord, and the landlord never did anything about it. I called to check in about it, and every time they would make excuses. I even had the letter notarized! I was very upset.

39. I do not have a current lease.

40. The last lease I had was about 5 years ago with the original owner. I haven't had increases and have been paying the same amount.

41. I just want a proper lease.

**E. Frivolous Court Proceeding(s)**

42. I have never been sued in Housing Court and never been threatened with it because I pay my rent on time and because when I have to complain, I go directly to the landlord.

43. I know that I'm able to talk to the landlord and self-advocate for repairs and that I know my rights, and the landlord knows this.

44. I've even warned the landlord with a possible court case because paying tenants should have safe homes.

**F. Verbal Abuse from Landlord and/or its Agents**

45. I think they know I know my rights and that I will go get information about my rights and do what I have to do just to not be charged for bogus fees or sign bogus leases, they mostly leave me alone. But I still have a lot of conditions in the building and in my home that need to be fixed, they just aren't as abusive to me as they are with the other tenants that they see as older or weaker or less knowing of rights.

**Lack of Building-Wide Essential Services**

46. There are a lot of problems here. The water goes out without warning for several hours at

a time. Sometimes the water is not hot, or it's scalding hot. We never know what might happen.

47. Because my apartment is on the third floor, I have to walk up three flights of broken stairs every day. The steps are uneven and missing different parts or made of different things. Sometimes you step down on one and feel like you might fall through the stairs.

48. There is also a bunch of cracked plaster or badly patched up holes on the walls in the public areas.

49. A few winters we didn't have enough heat, then this last winter we had too much heat. It was so bad that we had to open our windows all the time to breathe. There was even an older woman on the second floor beneath me that died.

50. There was even a case brought by the HPD against the landlord for failure to give us heat and hot water. I think they even got fined money for not complying.

#### **Bad Conditions in Individual Apartment**

51. I have conditions in my home, but they aren't as bad as other people's apartments. My main problems are with the vermin infestation of the whole building and the stairs and the lack of hot water and heat.

52. The tenants in this building have lived here a long time. There are families here. Generations of families.

53. We aren't going anywhere. This is our home.

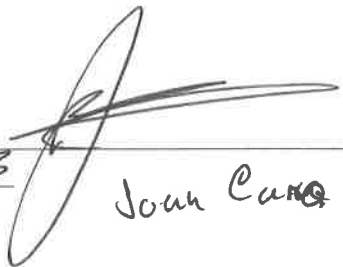
54. The landlord needs to start following the law and give us proper leases and repairs and stop harassing our most vulnerable neighbors.

WHEREFORE, it is respectfully requested that the relief sought in the instant Motion be granted in its entirety.

Bronx, NY  
CATHERINE PATRICIA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 028A6327454  
Qualified in Kings County  
My Commission Expires July 06, 2019

Sworn to before me this  
19 day of July 2018

  
NOTARY PUBLIC

  
- APT. 3B Joan Caro

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )       S.S.:  
COUNTY OF BRONX                    )

WALTER UZHCA being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live with my family at 386 E. 139<sup>th</sup> Street, Apartment 5D, Bronx, NY 10454.
2. I have lived in my apartment for many years.
3. I am a monolingual Spanish speaker. One of my daughters helps me to understand

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 5D**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454



- documents and papers sent to my home. She is very smart.
4. My family and I live in a rent stabilized apartment located on the fifth floor.
  5. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

6. This landlord is bad. I have some of the worst conditions but he still takes me to court and says I haven't paid rent, I'll pay, but still have holes in my floors that I can see the apartment below me from.
7. They have even left appliances in the hallway that I needed in my apartment, and left them for days.

### **Lack of Building-Wide Essential Services**

8. This building has lots of problems.
9. The stairs going up to my apartment are very bad. The halls are dingy and dark and not well taken care of.
10. The stairs are uneven and broken and there are holes in the walls going up the stairs.
11. There is also lots of rats in this building. It's horrible.
12. In the winters, we either have no heat and no hot water, or too much heat.
13. They also turn the water off for hours at a time and don't tell us anything. We just find out when we turn on the faucet and nothing comes out.
14. When there are leaks in one apartment, they go all the way down the line, and they don't do anything to fix it.

15. The Tenant Association has tried different things to get help, but none of it has worked.

### **Bad Conditions in Individual Apartment**

16. My apartment is one of the worst, I think, in the building.

17. They opened the wall in the my bathroom, and it's still open.

18. The fourth floor apartment complained about a leak, I looked for the leak because it was coming from my apartment.

19. That's when they took out my bathroom sink and left it in the hallway. It's still not in my bathroom. Me and my kids have to brush our teeth over the bathtub.

20. Even though they closed the hole under the sink with cement, they just left my sink in the hallway.

21. We have had to brush our teeth in the bathtub like this for about 6 weeks.

22. I asked the super, he always says I'll come over in a few days. Then a few days passes, he's never come.

23. Sometimes they will come and promise something, and it has happened about 10 times, but I haven't seen them in a while.

24. I catch rats in our house all the time. I've caught them 4 times in my kids' beds. It's really bad.

25. No one should live like this.

26. This document was read aloud to me in Spanish and I understand its contents and know them to be true.

WHEREFORE, it is respectfully requested that the relief sought in the instant Motion be  
ranted in its entirety.

Bronx, NY  
07 18, 2018  
CATHERINE PATRICIA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified In Kings County  
My Commission Expires July 06, 2019

Sworn to before me this  
18 day of July 2018

  
NOTARY PUBLIC

  
- APT. 5D

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

EMMANUEL PADILLA being duly sworn, deposes and says:

1. I am fluent in both Spanish and English.
2. I translated the document from Spanish to English prior to being signed by the tenant.
3. The tenant indicated to me that they understood and agreed with the contents of said affidavit prior to signing it before me.

Index No. HP

**AFFIDAVIT OF TRANSLATION**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454


Bronx, NY

July 18, 2018  
~~CATHERINE PATRICIA BARREDA~~  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 028A6327454

Qualified in Kings County  
My Commission Expires July 06, 2019

Sworn to before me this  
18 day of July, 2018

  
\_\_\_\_\_  
NOTARY PUBLIC

  
\_\_\_\_\_  
EMMANUEL PADILLA

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

FRANCISCO RUIZ being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live with my family at 386 E. 139<sup>th</sup> Street, Apartment 4D, Bronx, NY 10454.
2. I have lived in my apartment for about 20 years. This apartment used to be my mom's apartment before she died. We have been here a long time.

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 4D**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

3. My family and I live in a rent stabilized apartment located on the fourth floor.
4. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

5. We have all been harassed by the new landlord for many years to get us out of here. But we aren't going anywhere.

#### **A. Buyout Offers**

6. It was around 2014 when I was offered money to move out.
7. They offered me \$5,000, plus 2 months' rent and moving fees to leave. I said 'no'.
8. They tried a few times. I always said 'no'. Where would I go? I don't want to leave.
9. I know other people took the money, but I didn't.

#### **B. Tenant Association**

10. Sometimes I work in the evenings, so I don't go to all of the meetings, but I am happy we are meeting.
11. It's important for us to know what is happening with each other and to be doing something.

#### **C. Leases**

12. This apartment used to be my mom's apartment. She was one of the very first people to move into the building and was the name on the very first lease.
13. After my mom died, the lease was put in my wife's name. It's been that way for about 12 years.
14. Last year, I sent a lease to the landlord but they never sent anything back.
15. Then, the same year, they sent a one-year lease but it wasn't right because we signed a

two-year lease.

16. I don't know if we have a lease right now. I don't think so.

**Lack of Building-Wide Essential Services**

17. The stairs are so bad here. They're so broken and not even. They never fix it.

18. The heat is bad also. We have too much or none, never the right amount. I think the landlord has been sued about it before.

19. There's also a lot of rats and mice here. They go into apartments, too.



WHEREFORE, it is respectfully requested that the relief sought in the instant Motion be granted in its entirety.

Bronx, NY  
CATHERINE PATRICIA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified in Kings County  
My Commission Expires July 06, 2019

Francisco Ruiz  
- APT. 4D Francisco Ruiz

Sworn to before me this  
18 day of July 2018

  
NOTARY PUBLIC

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

ROY CANO being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live with my grandmother at 386 E. 139<sup>th</sup> Street, Apartment 3D, Bronx, NY 10454.
2. We moved into the apartment about 16 years ago, when I was 11 years old. I moved out briefly when I turned 21, then moved back into the apartment in 2016.

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 3D**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

3. My uncle, Juan Cano (Apt. 3B), also lives on our floor in the same building. My aunt and cousin used to also live in the building, but they don't anymore.
4. Our two-bedroom apartment is rent stabilized and is located on the third floor.
5. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

6. The landlord harasses everyone because he thinks they are scared and will not fight back.
7. I think the landlord thinks that we are all dumb and scared, but that is not true, we are just tired of it all.

#### **A. Buyout Offers**

8. After the first landlord, Vincent Garrow, sold the building, the new owner kept offering money for people to leave.
9. I think they offered my grandma \$5,000, but she didn't take it and didn't leave.

#### **B. Tenant Association**

10. It was late November 2016, after I moved back around September, that we began to organize the building.
11. I started to notice that there were lots of changes in the neighborhood when I came back to live with my mom in 2016. It reminded me of Spanish Harlem – where my family and I used to live – before it got gentrified and we had to leave.
12. When I moved back into our building and looked around, I started to ask my grandma what the problems were. We didn't have heat or hot water and lots of things were falling apart, so we decided to organize.
13. Then a tenant organizer from the neighborhood came to our building and offered to help

support our organizing. Me and my uncle, because we both speak English and Spanish, and have been in the building a long time, were able to go door knocking and see who was having problems and wanted to do something about it.

14. There was a lawyer that came to help us back then, but no one showed up to get help.

My grandma told me that if no one showed up, then we should just move on, but I wanted to keep trying to organize because the problems were bad.

15. We had a few tenant meetings before the big rally and press conference at the end of 2016.

16. The day after the rally, the landlord came to the building and was violently knocking on everyone's door to fix things. I could hear the knocking throughout the building from inside my apartment.

17. When the landlord was going through the building, he kept asking what the problem was.

I told him that I had already told him what the problems were.

18. The next day, my neighbor Blonnie's (Apt. 3C) ceiling was fixed and we got a new door and some apartments got cleaned up, I think. There also used to be homeless people sleeping on our roof, but they weren't there anymore.

19. I'm not sure the landlord really knew about the tenant association before the rally. He definitely knew about us after.

### **C. Rent Statement**

20. We get the rent statement in a special envelope, but sometimes it doesn't come until the middle of the month and we get charged with late fees.

21. The rent statement always says we owe money. Even when the landlord asks for proof of months of payment, and we send copies, we still have balances.

22. Not knowing what is happening on the rent statements is scary and there's a lot of unreasonable fees.

**D. Leases**

23. We don't have a current lease.

24. We had a lease two years ago, but when the landlord sent a new one my mom didn't sign it because it was dated to the year before.

25. There are fees on our rent statements because of the lease problem, but they've never sent a new one that is correct.

**E. Verbal Abuse from Landlord and/or its Agents**

26. Dmitri is one of Sam's, the owner, workers. He has said many offensive things to me over the last few years.

27. One time, Dmitri was inside my apartment and told me I could have my little meetings but it wouldn't make anything better. He even came to a tenant association meeting once and said nasty things as he passed through.

28. Dmitri also told me once that if we want repairs we should talk to him and not meet.

Dmitri said he knew the landlord, "these people", and they don't care about us. I think he meant the landlord doesn't care about minorities.

29. Dmitri is always telling me to just pay my bills and be a good tenant.

30. Once we were supposed to get new cabinets, and they were downstairs, but Dmitri said the landlord changed his mind about giving it to us. I think it was because of the tenant association meetings.

31. The day after a woman on the second floor died, Sam came to the building and went into everyone's apartment to look around – but he never said what he was looking for.

32. A few months ago we were supposed to have a tenant meeting, but then the cops were here because the woman on the 2<sup>nd</sup> floor died. Some folks in the building thought it might be the heat in the building being too high for old people.
33. That same night we were supposed to meet, a few of us in the Tenant Association still got together in my apartment. Out of nowhere that night, the super, Dmitri, called my cellphone at like 8 or 9 o'clock. I answered the phone and put it on speaker so the Tenant Association could hear what was happening.
34. On that call, Dmitri was telling me about how I shouldn't just let things happen in my building and kept telling me how he pays "1500 a month and [he] still [fixes] shit in [his] own goddamn building because I'm not gonna sit there and let somebody fuck up my shit like that."
35. Dmitri also said, "y'all will have your tenant meetings, y'all will get your lawyers, but at the end of the day, them owners, they don't give a fuck cuz they trying. They're gonna try, they're gonna go to court and get in front of a judge, and I'm sure they've told y'all plenty of times." When he was saying all of this, I knew he was trying to warn me about the landlord not caring and that us meeting together was bothering the landlord. It also felt like he was trying to tell me it wouldn't matter what we did because the landlord was trying to kick us out.
36. Dmitri also told me that anytime he comes to the building to make repairs that he does it "out of the kindness of [his] heart" because he doesn't get paid for it. He kept saying I should be grateful.
37. He repeated stuff about our Tenant Association and said, "you can have as much tenant meetings as you want, you can have as much lawyers as you want, but I've been working

with these people forever... this shit ain't gonna get you nowhere but a rainy roof."

38. I got a call from Dmitri about a month or two ago and he told me he wouldn't be here all summer because they have him working at another building. But the porter is always in the building.

39. Last month, May 2018, the bathtub overflowed and I had to push the extra water into the hallway because there was no where else to push it. The porter got mad at me.

40. The porter is much nicer than Dmitri and Sam and Ron, so we were able to talk it out.

41. Dmitri has also told me that I'm going to lead these people – the tenants – into trouble. I told him that he just needs to do his job correctly.

### **Lack of Building-Wide Essential Services**

42. There are still so many problems in this building.

43. The stairs are a mess, and very dangerous.

44. There are mice, rats, and cockroaches.

45. During the winter, the heat was up so high that we all had to have our windows open all the time. Sometimes it felt like the warmer it was outside, the hotter the heat was inside.

### **Bad Conditions in Individual Apartment**

46. When I call the management office to get repairs, no one answers the calls so I have to go through the tenant association for help.

47. A few months ago, I filed a complaint with DHCR for decreased services in my apartment.

48. I don't like when Sam (Rosen) and the workers come to the apartment to do repairs sometimes because they damage all of my stuff when they are inside.

49. One time, when they wanted to fix the ceiling in our living room after the leaks and it fell

down, I saw them just throw putty around to the ceiling and it fell all over my stuff. I woke up after a nap with plaster all over my clothes.

50. I feel like Dmitri gets insulted when I try to tell him that the repairs were bad.

51. There are still many bad conditions in our apartment.


52. I think the landlord is just hoping we all give up and move away, but I don't want to leave our home or be pushed out of a neighborhood again like we were from Spanish Harlem.



WHEREFORE, it is respectfully requested that the relief sought in the instant Petitioner be granted in its entirety.

Bronx, NY  
2018  
CATHERINE PATRICIA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified In Kings County  
My Commission Expires July 06, 2019

Sworn to before me this  
10 day of July 2018

  
\_\_\_\_\_  
NOTARY PUBLIC

  
\_\_\_\_\_  
ROY CANO – APT. 3D

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenants – Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

BLONNIE RODGERS being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live alone at 386 E. 139<sup>th</sup> Street, Apartment 3C, Bronx, NY 10454.
2. I have lived in my apartment for almost 43 years. I am one of the two longest remaining tenants in the building.

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 3C**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

3. My one-bedroom apartment is rent stabilized and is located on the third floor.
4. I have a Disability Rent Increase Exemption ("DRIE"), freezing my rent at \$419.76/mon.
5. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

6. Every day I get up and walk into the living room, and I'm already depressed, and I get more depressed because of the harassment. Because of my health conditions, I'm not supposed to have a lot of stress, but it's all too much and gives me lots of stress.
7. I think me and Ms. Lillian, my neighbor in her 90s, get it the most because the landlord is trying to get us out to raise the rent. But we shouldn't feel uncomfortable here.
8. Before the new owners took the building, I used to love coming home. It was my safe haven. But now coming home has become the thing I fear all the time. I don't feel safe here, and I don't feel comfortable having friends or family come see me here.

#### **A. Buyout Offers**

9. About four years ago, when the owner of the building changed, I got a phone call and was offered \$5,000 to leave my home. I did not take the money because I did not want to leave.
10. Other people in the building took the money. I think some even took \$10,000 to leave.
11. Then, around 2015, I was in Housing Court and had a Legal Aid lawyer that told me the landlord was offering me money to leave again. The Legal Aid lawyer said don't take \$5,000 or \$10,000, and said I should take more like \$50,000.
12. I did not listen to Legal Aid, and did not take money to leave my home.

#### **B. Tenant Association**

13. Over a year ago, at the end of 2016, I started meeting with other tenants and an organizer to talk about the serious repair problems that we were all dealing with.
14. For me, the ceiling in my kitchen collapsed and I wasn't getting repairs. All my neighbors were dealing with similar problems.
15. Because the repair conditions in our building continued to get worse, the tenant association decided to organize a press conference.
16. I was heavily involved in the press conference, and my picture even appeared in a local newspaper with my name underneath the picture.
17. Around that time, late fall of 2016, the tenants who were at the press conference also sent a letter to the landlord asking him to meet with us to talk about the problems in the building, but I don't think we got any response.
18. I don't think the landlord knew about the tenant association until after the press conference.
19. Ever since I jumped on board with the tenant association, things seem to have only gotten worse for me personally.
20. After the press conference, all the landlord did for the building was fix the entrance door, we still don't have doorbells/buzzers. When they changed the front door lock, they gave keys to head of household of the apartments.
21. The landlord did come and fix the ceiling in my kitchen that had fallen down, but now the ceiling is lower there and the paint and plaster around that area on the ceiling look messed up and uneven.
22. The word in the building at that time was that the workers measured the staircase and said they were going to fix it, but all I ever saw was Ron – one of Sam's workers – putting

some putty into the holes in the steps to keep rats out.

### **C. Rent Statement**

23. With this landlord, we get the rent statement put under our door, but I've never seen who drops it off.

24. The rent statements never make sense and always have fees that I don't understand.

There's always a really high balance, even when I know I don't owe anything, but I'm scared that if I don't pay I will lose my home. It's very stressful.

25. It also makes me mad because the way they put the statement is not all the way under the door – so it sticks out – and the amount the landlord claims we owe is where anyone walking by my door can read it. It means everyone can know my business.

26. Dmitri, Sam's worker, told me that if I don't pay, the landlord will let it get so high that it will put me out because I won't be able to afford it.

27. Dmitri also tells me to go to welfare to get money to pay it.

28. Last week, even though what they tell me I owe doesn't make sense, I still went to welfare and am trying to pay them so they don't put me out of my home.

### **D. Leases**

29. I have DRIE because of a diagnosed disability. This should be on my lease, but it isn't.

30. The landlord is always asking me to sign leases that don't make sense to me. I don't know why they can't give me a correct lease.

### **E. Frivolous Court Proceeding(s)**

31. I was taken to housing court in March 2018 on a nonpayment case, but it was asking for a rent amount that isn't correct according to my DRIE.

32. I retained lawyers from the Community Development Project to help me in my case.

33. With their help, I learned that my apartment had never been registered with DHCR, even though it's supposed to be. And, I learned that when rent stabilized apartments aren't registered, the amount the landlord claims is owed can be wrong.
34. The housing court case ended very quickly after I filed a motion to dismiss. The judge gave us a typed decision giving the landlord permission to discontinue the case.
35. I wish I had known more when I have been sued in the past in housing court. I didn't know I could have asked my Legal Aid lawyers to make the landlord make repairs in my home. It never made sense I had to pay but the landlord didn't have to do anything.

**F. Verbal Abuse from Landlord and/or its Agents**

36. Around the fall of 2017, Dmitri told me to not let my neighbors in the tenant association "walk [me] down a cliff." What that meant to me was he was warning me that if I continued to be involved in the tenant association, it would mean bad things for me.
37. I heard that Dmitri was saying lots of nasty stuff to my neighbors, too, so folks were testy about going forward with the organizing.
38. When Sam comes to the building, or to my apartment, he never calls or tells me in advance, he just shows up pounding on the door.
39. About two months ago, Sam came to my apartment with a city inspector and Sam was so polite – it was like a different person.
40. Because in the court case the repairs in my apartment were brought up again, Sam came to my house and said, "you didn't say nothing about this and now you bringing this up through the courts, *you're stepping on the wrong toes.*" He also kept calling me a 'liar' and saying nothing was wrong in the apartment and that I was lying.
41. After the court case ended a few months ago, Sam stood in my hallways right outside my

door yelling about my business and saying how much money I owed so that everyone could hear him. He kept saying, "What's up with rent?" It was embarrassing.

### **Lack of Building-Wide Essential Services**

42. There are still so many problems in this building. The water goes out all the time.

Sometimes the hot water goes out, other times the cold water goes out, so we never know what to expect.

43. There's also rats and mice and roaches in the apartment. They are in everyone's apartments. It's really stressful because I live alone.

44. Every time I try to get up to my apartment – on the third floor – I trip all the way up the stairs, because the black rubber that covers the stairs is all torn up and you never know where you're putting your foot down.

45. The stairs really scare me because they are the only way up and down from my apartment, so if something happens we would all be trapped.

46. This winter we didn't have heat a lot of the time. If the heat was on, it was too hot and it was hard to be in the building without windows open.

47. In fact, one of our neighbors died and I think it was because she was very old and it was too hot in her apartment.

48. It was really sad when she died because, other than me and Ms. Lillian, she was the only other very longtime tenant here.

### **Bad Conditions in Individual Apartment**

49. When I call the management office to get repairs, no one answers the calls so I have to go through the tenant association for help.

50. Lately the landlord, Sam, has been sending workers, Dmitri and/or Ron, to make some

repairs once in a while, but these workers actually make me feel more uncomfortable than I was before and don't do good work.

51. Dmitri, Sam's worker, comes to the building to fix things but he doesn't fix it right.

52. During the 2015 court case where I had the Legal Aid lawyer, I agreed to pay money and the landlord agreed to make repairs, like the bathroom floor.

53. But the workers that came to repair the bathroom floor laid down these new tiles that seem even more unsafe. The new bathroom tiles are completely uneven. When I'm in my bathroom, if I step to the side, I feel like I'm falling.

54. I also had to fight to get windows that work into my apartment. About two years ago I sent a letter to the landlord by certified mail and called 3-1-1 to report the broken windows. If I didn't fight for them, it never would have happened.

55. There are so many bad conditions in my home that I am forced to deal with.

56. All of the horrible conditions in my own home are what keep me up at night. After living here for over 40 years, I keep thinking about how I just need to leave this place and get away from all the horrible things going on here.



WHEREFORE, it is respectfully requested that the relief sought in the instant Petitioner be granted in its entirety.

Bronx, NY  
CATHERINE PAOLA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified In Kings County  
My Commission Expires July 06, 2019

*Blonnie Rodgers*  
BLONNIE RODGERS APT. 3C

Sworn to before me this  
18 day of July 2018

*CP*  
NOTARY PUBLIC

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

LILLIAN MORADA being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live at 386 E. 139<sup>th</sup> Street, Apartment 3A, Bronx, NY 10454, and have been living here for almost 46 years.
2. I am 94-years old. I moved into my apartment in 1972.
3. I first moved in because I knew the landlord, Vincent Garrow. I used to live in another

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 3A**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

building he owned, and then one day he came to me and three other women to ask if we wanted to move into his new building that he just bought.

4. Vincent let me choose the apartment that I wanted, and I chose the one I am in now and where I have lived ever since. I am the only tenant left from back then because the other one died a few months ago in an apartment on the second floor.
5. I currently live alone in my two-bedroom, rent stabilized apartment on the third floor.
6. My rent is frozen at \$208.51/mon. because of the Senior Citizen Rent Increase Exemption (SCRIE). My only source of income is social security, so I need the SCRIE and am on a tight budget.
7. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

#### **Harassment**

1. I always feel like the landlord wants me out. I don't like to cause problems.
2. I applied for senior housing by the precinct, but I don't want to leave my home. I've been here for a long time and I want to stay here because I'm well-known around here.

#### **A. Tenant Association**

3. The landlord is angry because we are meeting together and the super passes and says nasty things. I know the landlord is upset about us meeting.
4. I do meet with the tenant association and don't think it should cause problems with the landlord because all we are doing is getting together for the landlord to do the repairs.
5. I go to the meetings for the landlord to do things, and I'm a tenant and want repairs, too.
6. I've been involved with the tenant association since the beginning, but I can't go to all the meetings because I'm an old lady.

7. In February, my friend died. She was the only other one left in the building from the old days. The newer tenants are different and I'm the only one left now from the old days.

## **B. Rent Statement**

8. The landlord sends me different papers and statements, all with different amounts. It get really confusing. I just want to pay what I owe and be done with it.
9. Every month the statement says to mail the lease, but the landlord knows I don't have it because I've been asking for one for about a year for my SCRIE.
10. I get charged a fee on every statement for not sending back a lease that I don't have.
11. I also have a very big balance on the rent statement but I know that I don't owe that amount, but I'm scared to not pay it because I don't want him to put me out.
12. Because I don't have a lease, and I don't know about my SCRIE, I pay the whole rent because I'm scared the landlord will put me out and I want to get them off my back. The whole rent is almost double what my SCRIE tenant portion is.
13. Even though my portion with SCRIE is \$208.51/mon., I've been paying \$419/mon.
14. I used to get rent receipts, but haven't gotten them in a few months even though I've been paying.

## **C. Leases**

15. I don't have a current lease.
16. I keep really good records and even have my first lease from 1972 saying the apartment is rent controlled.
17. The landlord did send me a lease several months before the SCRIE expired, but I lost it. I told the landlord many times face-to-face, even in person when Sam and the workers are all at the building, I would ask again, but they never sent me a new one.

18. He won't send me one because he wants me out of here.
19. Every month on the rent statement it says to mail the lease, and they know I don't have one.
20. I don't know why the landlord is charging me a fee every month for not mailing a lease that he knows I do not have and that I've asked for.
21. I think he wants me out.

#### **D. Frivolous Court Proceeding**

22. I was taken to housing court for the very first time in March 2018 on a nonpayment case, but it was asking for a rent amount that isn't correct and each new paper the landlord sent for the case had a different amount that was very different than the rent statements.
23. I retained lawyers from the Community Development Project to help me in my case.
24. With their help, I learned that my apartment had never been registered with DHCR, even though it's supposed to be. And, I learned that when rent stabilized apartments aren't registered, the amount the landlord claims is owed can be wrong.
25. The housing court case ended very quickly after I filed a motion to dismiss. The judge gave us a typed decision giving the landlord permission to discontinue the case.
26. I had never been sued in Housing Court before and keep a really clean house and don't want any problems.

#### **E. Verbal Abuse by Landlord and/or its Agents**

27. Every time the landlord or his workers come to my apartment, they tell me the apartment is too big for me and I need to move to a smaller apartment. They tell me I can't stay in my apartment because it has two bedrooms.
28. I'm always scared they're going to put me out, and where will I go. I'm an old lady.

### **Lack of Building-Wide Essential Services**

29. In the public areas, the stairs are very dangerous. It's hard to walk up them because they're uneven and broken.
30. The stairs are no good and scare me because they're wobbly. I have to be careful – being an old lady – it takes me a long time to walk up and down them.
31. The floors in the public space are also not good.
32. At night it's kind of dark in the public spaces; it's dirty and dingy.
33. And I know there are leaks on the line of apartments, across from mine, I think bad leaks. And there's also a bunch of mold in people's apartments that are much worse than mine.
34. This winter we didn't have good heat, it was either not enough or too hot.
35. My neighbors have lots of problems. And people have rats and roaches, too.
36. It's very bad.

### **Bad Conditions in Individual Apartment**

37. In the decades I have lived in my apartment, I have never had the floors replaced or any new appliances, it's all the same as when I moved in – except patched up here and there.
38. In February, I made a complaint to DHCR about the conditions in my apartment. The very next day, Sam, the landlord, came to my apartment to look around and told me he wanted to fix the apartment.
39. When Sam sent workers to my apartment, also in February or March, they patched up the holes in the walls with cardboard and tape, so they're all patched up now. They also painted the walls white – except the bathroom.
40. During that same time, they painted the bathroom yellow – that I don't like – and didn't

even ask me. I would have wanted white just like all the other rooms.

41. The bathroom is worse now after they came. The water damage is worse and there are saggy areas in the ceiling. There may even be the mold growing back, I am not sure. It used to be really bad like a black cloud.

42. I have broken outlets and broken floor tiles throughout my entire apartment.

43. The window frames are rotting and the windows don't lock right.

44. My oven doesn't work that well, either.

45. Nothing in my apartment has ever been changed since I moved in, it's the same floors and windows and appliances and bathtub and everything since 1972.

46. I love coming home to my apartment and don't want to leave. My favorite grandson, Robert, comes to check on me a lot. He comes to see me every other weekend. My other grandkids come sometimes, too.

47. I have lived here for over 40 years and I like it here. I don't want to leave my home.

WHEREFORE, it is respectfully requested that the relief sought in the instant Petitioner be granted in its entirety.

Bronx, NY  
2018  
CATHERINE PATRICIA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified In Kings County  
My Commission Expires July 06, 2019

Sworn to before me this  
18 day of July 2018

  
NOTARY PUBLIC

  
LILLIAN MORADA – APT. 3A



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK )

COUNTY OF BRONX )

S.S.:

JULIANA MARTINEZ being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live with my family at 386 E. 139<sup>th</sup> Street, Apartment 2C, Bronx, NY 10454.
2. I am a monolingual Spanish speaker. I have lived in my apartment for about 21 years.
3. My family and I live in a rent stabilized apartment located on the second floor.

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 2C**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

4. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

5. This landlord is very bad. We go without leases or repairs and they talk very nasty to people. When I have problems and I call the landlord, the phone just rings and rings or they never call me back.
6. That is why I am joining the Tenant Association meetings. I want the harassment to stop and repairs to begin.

### **A. Buyout Offers**

7. I was offered \$5,000 to leave my home about 4 years ago. I said 'no'.

### **B. Tenant Association**

8. Because of my kids, and because I wasn't sure if the landlord would retaliate, I wasn't as active in the Tenant Association. But now, I want to be a part of it and I want repairs in my home for me and my family.

### **C. Rent Statement**

9. The rent statement is wrong a lot. People getting charged more than what they owe.
10. I keep copies of receipts just in case.

### **D. Leases**

11. My lease is expiring soon, in December, and no notice of renewal lease. I want a lease.
12. I have been here a long time. I pay \$622.88 per month. I know the landlord wants to get a lot more for the apartment.

### **E. Verbal Abuse from Landlord and/or its Agents**

13. I don't speak English, so the super and landlord don't bother me— but I know that they

bother other people in the building. They ignore me, and the problems in my home.

### **Lack of Building-Wide Essential Services**

- 14. The stairs are really bad and dangerous. Especially for children.
- 15. There are rats and mice everywhere, and roaches.
- 16. The front door used to be open all the time, with strangers just coming into the building.
- 17. The heat and hot water are also problems. They either don't work at all or work too high and burn you.

### **Bad Conditions in Individual Apartment**

- 18. There are bad conditions in my home.
- 19. The faucet in my kitchen is broken and might fall off. And, there is only hot water that comes out and it's really hot.
- 20. There are cracked floor tiles.
- 21. The bathroom has bubbling and cracking walls and ceiling. There's lots of water damage.
- 22. The radiator in my living room is loose and it steams a lot in the winter. Sometimes it would leak, too, and mice came in through the holes.
- 23. My living room has a hole in the ceiling that is covered with duct tape.
- 24. It's not right.
- 25. This document was read to me in Spanish and I understand its contents and know them to be true.

WHEREFORE, it is respectfully requested that the relief sought in the instant Motion be  
ranted in its entirety.

Bronx, NY  
CATHERINE PATRICIA BARCELOA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 028A632745-1  
Qualified in Kings County  
My Commission Expires July 06,

Sworn to before me this  
13 day of July 2018

  
\_\_\_\_\_  
NOTARY PUBLIC

Juliana Martinez  
- APT. 2C

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

EMMANUEL PADILLA being duly sworn, deposes and says:

1. I am fluent in both Spanish and English.
2. I translated the document from Spanish to English prior to being signed by the tenant.
3. The tenant indicated to me that they understood and agreed with the contents of said affidavit prior to signing it before me.

Index No. HP

**AFFIDAVIT OF TRANSLATION**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

Bronx, NY

July 19, 2018

CATHERINE PATRICIA BARREDA

NOTARY PUBLIC-STATE OF NEW YORK

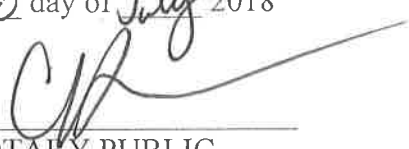
No. 02BA6327454

Qualified in Kings County

My Commission Expires July 06, 2019

Sworn to before me this

19 day of July, 2018

  
NOTARY PUBLIC

  
EMMANUEL PADILLA

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

SHAQUAN CLARK being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live with my family at 386 E. 139<sup>th</sup> Street, Apartment 2A, Bronx, NY 10454.
2. I have lived in my apartment for about 2 years.
3. My son and I live in a rent stabilized apartment located on the second floor.

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT 2A**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

4. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

#### **Lack of Building-Wide Essential Services**

5. The stairs are a real problem. They are uneven and some are broken.
6. The public areas aren't taken care of well.
7. There are rats and mice and roaches throughout the building, no matter how much you clean.
8. The door buzzers don't work.
9. For a long time, the front door was open all the time for people to just come inside off the street.
10. During the winter, we either have too much heat or none at all.
11. The water gets shut off without warning for several hours at a time.
12. The water is also either not hot or scalding hot. You never know.
13. I haven't been that active in the Tenant Association, even though I want to be. I work a lot of evenings and can't make it to them, but I support them and consider myself a part of it.
14. I just want the landlord to take care of the things he's supposed to take care of.



WHEREFORE, it is respectfully requested that the relief sought in the instant Motion be  
ranted in its entirety.

Bronx, NY

~~CATHERINE PATRICIA BARREDA~~  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified in Kings County  
My Commission Expires July 06, 2019

  
- APT. 2A

Sworn to before me this  
18 day of July 2018

  
NOTARY PUBLIC

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE, and, NYC FIRE  
DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

LLEIMY GARCIA being duly sworn, deposes and says:

1. I am one of the Tenant-Petitioners in this proceeding, and I live with my family at 386 E. 139<sup>th</sup> Street, Apartment B, Bronx, NY 10454.
2. I have lived in my apartment for about 13 years. I speak some English, but am more comfortable with Spanish.

Index No. HP

**AFFIDAVIT IN SUPPORT:**  
**APARTMENT B**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

3. I live in an apartment that has a different front door than my neighbors, but is a legal and rent stabilized apartment located on the first floor.
4. I make this affidavit in support of our HP case for harassment, lack of essential services, and bad conditions in my home and building.

### **Harassment**

5. The old landlord, Vincent Garrow, was very nice man. I live here with my two daughter, one is 18 and the other is 13. My youngest daughter has only known this apartment.
6. I don't like that my neighbors are being harassed all of the time and that the repairs we get don't actually fix the problems.

#### **A. Buyout Offers**

7. About 4 years ago, I was offered \$5,000, plus first month's rent and a deposit to move into a new apartment. I said 'no'.
8. I know another tenant that had been here a long time that took the buyout, I think maybe \$13,000. She went to Tennessee and came back and can't find anything. Even if it sounds like a lot of money, it goes really fast.

#### **B. Tenant Association**

9. I love that the tenants are meeting to do something about our problems. I can't always go to meetings because I work three jobs to support my family; I'm a single mother.

### **Lack of Building-Wide Essential Services**

10. The stairs in the main building are really bad.
11. My door isn't bad, because it's just for my apartment. I know the building's door is open sometimes.
12. There are mice and cockroaches and rats in the building, but I don't see them as much as

my neighbors do in the main building.

13. The heat is not always right. We had no heat in the winter last year. This year, it was too hot.

14. They also turn off the water without telling us anything. Today, the water was out for 3 hours and we didn't get any notice.

### **Bad Conditions in Individual Apartment**

15. My apartment isn't as bad as some of my neighbors.

16. My bathroom has lots of problems. It's gotten a little bit better, but my sink in there is always clogged. I will call the landlord, and nothing happens.

17. There was also a leak in my living room, but that is gone now. I think it was from an apartment above me.

18. The landlord was going to paint my home, but only painted the kitchen.

19. This entire document was read aloud to me in Spanish and I understand the contents and believe them to be true.

WHEREFORE, it is respectfully requested that the relief sought in the instant Motion be  
ranted in its entirety.

~~Bronx~~ NY  
July 18, 2018  
CATHERINE PATRICIA BARREDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BA6327454  
Qualified in Kings County  
My Commission Expires July 06, 2019

Sworn to before me this  
18 day of July 2018

  
NOTARY PUBLIC

  
- APT. 13

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
STATE OF NEW YORK                    )  
  )     S.S.:  
COUNTY OF BRONX                    )

EMMANUEL PADILLA being duly sworn, deposes and says:

1. I am fluent in both Spanish and English.
2. I translated the document from Spanish to English prior to being signed by the tenant.
3. The tenant indicated to me that they understood and agreed with the contents of said affidavit prior to signing it before me.

Index No. HP

**AFFIDAVIT OF TRANSLATION**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

Bronx, NY

July 18 2018

CATHERINE PATRICIA BARREDA

NOTARY PUBLIC-STATE OF NEW YORK

No. 028A6327454

Qualified in Kings County

My Commission Expires July 06, 2019

Sworn to before me this

18 day of July 2018



NOTARY PUBLIC

  
EMMANUEL PADILLA

# EXHIBIT A



[Search](#)

# BRONX*Times*BRONX*Times*

SO. BRONX TENANTS TAKE ACTION AGAINST BUILDING MANAGEMENT, LANDLORD

## 139th St. residents protest landlord, management

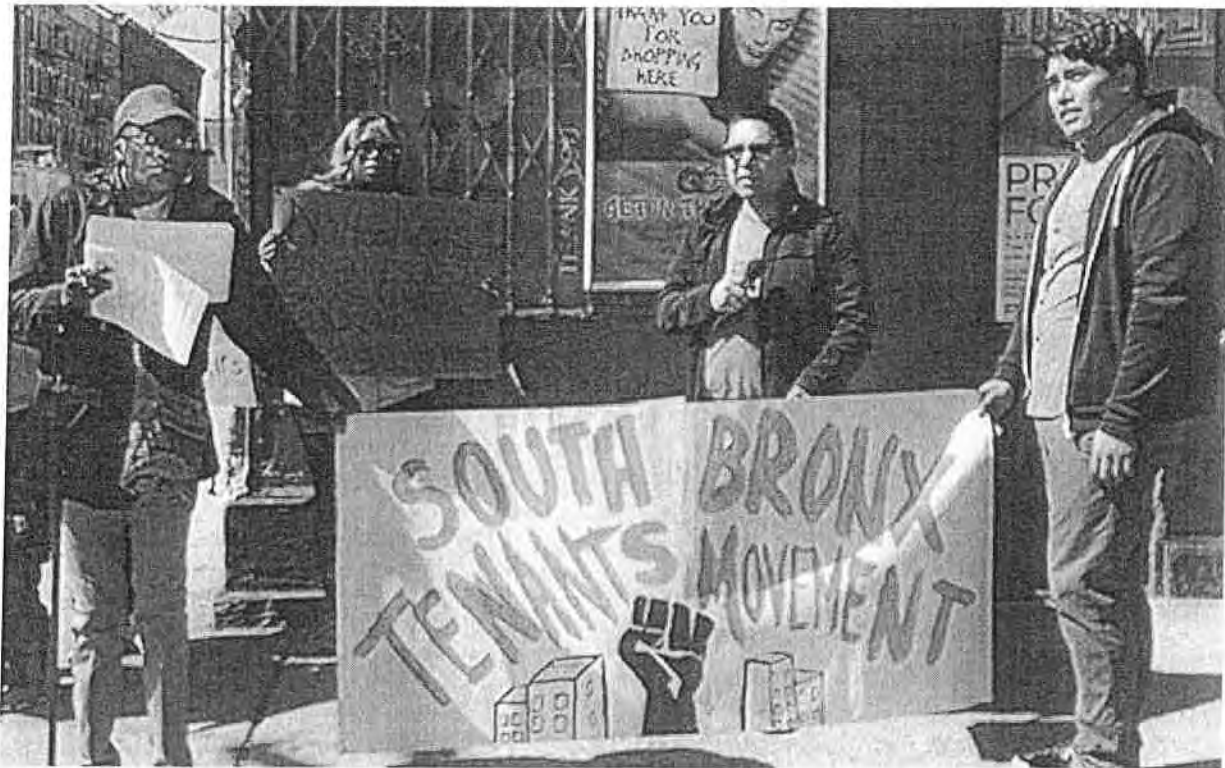


Photo courtesy of the South Bronx Tenants Association

(l-r) Tenant association members Blonnie Rodgers, Shaquan Clarke, Juan and Roy Cano at this week's press conference.

By Steven Goodstein

Bronx Times



Photo courtesy of the South Bronx Tenants Association  
Holes in the wall and ceiling of an apartment unit inside 386 E. 139th Street.

Tenants at a south Bronx apartment building say they can no longer tolerate their harsh living conditions.

On Monday, May 8, residents of 386 E. 139th Street, accompanied by the South Bronx Tenants Movement, held a press conference to publicize their terrible living situation.

Since February, the building's tenants have faced deplorable living conditions, including water leaks, mold, collapsed ceilings as well as rodents and roach infestation throughout the building.

The 5-story brick walkup is also suffering from inadequate appliances, lack of an intercom system, broken stairs, broken mailboxes and a broken front door with a damaged lock, which poses a safety hazard for tenants, the tenant leaders charge.

The low-income residents, who have endured long stretches without proper heat and hot water, mostly during the winter and spring months, have also complained about the absence of the building's superintendent and repeated harassment by the landlord and CYA Management, LLC, the building's management company.

One resident in the 18-unit building located between Willis and Alexander avenues, said he was forced to deal with a broken ceiling and a leak for three weeks. According to another resident, the hole in the ceiling has been patched up but still not completely repaired.

"They (the management company) tried to buy some of us (the tenants) out by giving us back our deposit and two months rent - which is basically nothing," said Juan Cano, who has been a resident in the building for nearly 20 years, and said that the landlord allegedly has tried to buy out the rent-stabilized tenants. "Instead of trying to buy us out, he could have used that money for more important matters, such as much needed repairs."

In February, over 50 NYC Housing Preservation & Development violations were open on the property.

As a result, residents formed a tenants association the same month to collectively take action against CYA Management, LLC, after attempting to establish communication with the landlord for over a month. Their repeated requests for repairs to improve the living conditions in the building were ignored by management.

Since forming a tenants association three months ago, along with assistance from the South Bronx Tenants Movement, the number of building violations has nearly doubled.

Trespassing has also been an issue in the building.

“Aside from no heat and hot water during the winter, I don’t feel safe here - primarily because of the front door, which doesn’t have a lock, and the stairs, which are damaged and uneven,” said Roy Cano, Juan’s brother and head of the building’s tenant association. “There are homeless people who live on the roof and do drugs up there. Building management is aware of this and they’re not doing anything about it.”

Following the press conference, tenants opened their doors to those in attendance to show their current living conditions. They also mailed out their letter to CYA Management that contained the tenant’s complaint forms.

According to residents, the building’s management office does not pick up calls or return phone calls, even when voice messages are left by tenants.

There is a bit of confusion in regards to who is the actual landlord of the building, as the tenant leases have been signed by someone they believe is not the landlord. According to HPD, the landlord of the building is Ismael Ayala, while mortgage documents show that Saul Piller is the landlord.

CYA Management, also known as Willis Apartment LLC, could not be reached for comment.

Posted 12:00 am, May 22, 2017

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## Don't miss out!

Stay in touch with the stories people are talking about in your neighborhood:

# EXHIBIT B

--BRONX  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT OF THE CITY OF NEW YORK

**NOTICE OF PETITION**

Petitioner,

**Index No.:** 17B008149

- against -

**Premises:**  
249 WILLIS AVENUE  
BRONX, NY 10454

WILLIS APARTMENTS, LLC  
ISMAEL AYALA

Respondent(s)

-----X  
**PLEASE TAKE NOTICE** that a hearing AT WHICH YOU MUST APPEAR will be held at the Civil Court of the City of New York, County of BRONX, Housing Part H, Room 560, which is located at 1118 Grand Concourse, Bronx, New York at 9:30 AM on February 28, 2017, upon the annexed verified petition and exhibits.

**TAKE NOTICE** that said petition prays for an Order pursuant to Title 27, Chapter 2 of the Administrative Code of the City of New York directing the entry of Judgment against respondent(s) for civil penalties pursuant to Subchapter 5, Article 2, in the amounts described below, for failure to provide Hot Water as required under Subchapter 2, Article 8:

For the first violation, not less than \$250 per day nor more than \$500 per day from the date the notice of violation was affixed, until the date the violation is corrected;

For each subsequent violation issued at the same dwelling or multiple dwelling, not less than \$500 per day nor more than \$1000 per day per violation from the date the notice(s) of violation(s) was/were affixed, until the date the violation(s) is (are) corrected;

Violations were issued on the following dates: November 25, 2016.

**TAKE NOTICE** that said petition prays for an Order pursuant to Subchapter 5, Article 4, directing respondent(s) to provide the legally required heat and hot water, maintain the system free of any device which is capable of causing an otherwise operable system to provide less than the minimum legal requirements of heat and/or hot water, provide access to the boiler area and post proper notices relating to access to the boiler area.

**TAKE NOTICE** that said petition prays for the costs and disbursements of this proceeding, and for such other and further relief as the court deems just, proper and equitable.

**TAKE NOTICE** that pursuant to CPLR Section 403 if this Notice of Petition is served upon you at least eight (8) days before the time for which it is noticed to be heard, you must answer in writing at least two (2) days before the petition is noticed to be heard, by serving a copy of such written answer upon the attorney for petitioner and filing the original thereof, with proof of service, in the Office of the Clerk at least two (2) days before the petition is noticed to be heard.

**TAKE NOTICE** that if this Notice of Petition is served upon you at least twelve (12) days before the time for which it is noticed to be heard, you must answer in writing at least seven (7) days before the petition is noticed to be heard, by serving a copy of such written answer upon the attorney for petitioner and filing the original thereof, with proof of service, in the Office of the Clerk at least seven (7) days before the petition is noticed to be heard.

**TAKE FURTHER NOTICE** that service is made in accordance with the requirements of the CPLR and Section 110(m) of the New York City Civil Court Act.

Dated:

Bronx, New York

Carol Alt, Clerk

CLERK

FEB 07 2017

CLINTY

RT

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT OF THE CITY OF NEW YORK

**VERIFIED PETITION**

Petitioner

**Index No.:**

- against -

**Premises:**

249 WILLIS AVENUE  
BRONX, NY 10454

WILLIS APARTMENTS, LLC  
ISMAEL AYALA

Respondent(s).

Petitioner, for its verified petition against the respondent(s), respectfully alleges as follows:

1) Petitioner, Department of Housing Preservation and Development of the City of New York, is the municipal department charged with enforcement of proper housing maintenance standards.

2) Petitioner has instituted this proceeding in order to enforce the Multiple Dwelling Law of the State of New York and Chapter 2 of Title 27 of the Administrative Code of the City of New York (the "Housing Maintenance Code").

3) Upon information and belief, the above-captioned premises is a dwelling as defined by law.

4) Petitioner has instituted this action pursuant to New York City Civil Court Act Section 110(a)(9) for the relief herein requested.

5) Upon information and belief, the respondent(s) listed below are person(s) directly or indirectly in control of the premises, and hold the positions as indicated next to their names:

WILLIS APARTMENTS, LLC, Registered owner  
ISMAEL AYALA, Person in control

6) Each respondent is an owner of the premises as that term is defined by Section 4(44) of the Multiple Dwelling Law and Section 27-2004(a)(45) of the Housing Maintenance Code.

7) Upon information and belief, (a) violation(s) (was) (were) placed by petitioner's inspector concerning the subject premises on November 25, 2016 pursuant to Subchapter 2, Article 8 of the Housing Maintenance Code, as a result of the respondent(s) failure to provide Hot Water, as required by law. A copy of the inspection report is attached hereto as Exhibit "A".

**FIRST CLAIM - CIVIL PENALTIES**

8) Upon information and belief, petitioner served a notice upon the respondent(s) by posting the same in a conspicuous place on the premises on November 25, 2016. Said notice(s) identified the condition(s) constituting the violation(s), the provision of law applicable thereto, the date the violation(s) was (were) reported, and set forth the statutory penalty attendant thereto.

9) Respondent(s) WILLIS APARTMENTS, LLC, ISMAEL AYALA, , is/are therefore liable pursuant to Section 27-2115(k) of the Administrative Code of the City of New York to petitioner for the civil penalties in the amounts described below:

For the first violation issued, not less than \$250 per day nor more than \$500 per day from the date the notice of violation was affixed, until the date the violation is corrected;

For each subsequent violation issued at the same dwelling or multiple dwelling, not less than \$500 per day nor more than \$1000 per day per violation from the date the notice(s) of violation(s) was/were affixed, until the date the violation(s) is (are) corrected;

Violations were issued on the following dates: November 25, 2016.

### **SECOND CLAIM – CORRECTION**

10) Upon information and belief, the respondent(s) has/have violated the Housing Maintenance Code as alleged above.

11) This court is authorized by Subchapter V, Article 4 of the Housing Maintenance Code, and Sections 203, 209 and 110(a)(4) of the New York City Civil Court Act to issue "orders directing owners and other responsible persons to correct all violations and to grant such other relief as may be necessary to secure continuing compliance with those laws".

12) No prior application has been made for the relief requested herein.



**WHEREFORE**, petitioner demands:

A) A judgment in favor of petitioner and against respondent(s) for civil penalties in the amount described above under **FIRST CLAIM – CIVIL PENALTIES**;

B) An order to provide legally adequate heat and hot water to the premises, to maintain the heating system free from any illegal device, to provide access to the boiler area, and to post proper notices relating to access to the boiler area;

C) The costs and disbursements of this proceeding;

D) Such other and further relief as to this Court appears just and proper.

Dated: February 03, 2017  
New York, New York



DEBORAH RAND, ESQ.  
HELEN LAI, of Counsel  
Attorney for Petitioner  
DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT OF THE CITY OF NEW YORK  
Housing Litigation Division  
100 Gold Street, 6<sup>th</sup> floor  
New York, New York 10038  
212-863-8530

VERIFICATION

HELEN LAI, an attorney admitted to practice in the courts of the State of New York, affirms under the penalties of perjury and states that:

I am an attorney with the Housing Litigation Division of the Department of Housing Preservation and Development of the City of New York.

I have read the foregoing petition and know its contents to be true except as to those matters alleged upon information and belief, and as to those matters, I believe them to be true.

The reason this verification is made by the undersigned and not by the Department of Housing Preservation and Development of the City of New York is that the Department is an agency of the City of New York, a domestic municipal corporation, acting through its officials, agents and employees, and the grounds of my information and belief are records of the petitioner and other agencies of the city and state governments.

Dated: New York, New York  
February 03, 2017

  
HELEN LAI

Start Date: 11/25/2016

End Date: 11/25/2016

MDPD\_IND: All Dwellings

Order No: 664, 666, 964, 966, 577, 670, 877, 970, 674, 671, 672

CD: ALL

New York City  
Department of Housing Preservation and Development

REPORT OF HEAT/HOT WATER VIOLATIONS

Issued Violations

Type	Boro	Primary House Number .Street	Zip	Block	Lot	Bldg Id	CPD	MDR
GEOS	BRONX	249 WILLIS AVENUE	10454	02301	0023	125019	1	210328
PREM		386 EAST 139 STREET	PREMISYS					

Unit Type	Stories	Apartments	Rooms
MD	5	18	0

<b>Apt:</b> 3D <b>Location:</b> ENTIRE APT			
<b>Room Temp:</b> 71°F		<b>HW:</b> N	<b>Water Temp:</b> 88°F
		<b>Therm. No.</b> 6296	
<b>Heating System in Operation:</b>	Y	<b>Windows Closed</b>	Y
		<b>Radiator Valves Open:</b> Y	
<b>Time In:</b> 12:00 pm			
<b>Inspected By:</b> Vasui, Christian		<b>Badge:</b>	Saenz, William
		<b>Badge:</b> 3831	
<b>Inspection Date:</b> 11/25/2016		<b>Outside Temperature:</b> 55°F	
<b>IV 1C POSTED:</b> YES		<b>Date Posted:</b> 11/25/2016	

Violation# 11541888    Hazard Class: C    Order No: 670

§ 27-2031 ADM CODE PROVIDE HOT WATER AT ALL HOT WATER FIXTURES

ER Code: 02B

ER Description

NO RUNNING HOT WATER: DEFECTIVE EQUIPMENT (DESCRIBE DEFECT)

Start Date: 11/25/2016

End Date: 11/25/2016

MDPD\_IND: All Dwellings

Order No: 664, 666, 964, 966, 577, 670, 877, 970, 674, 671, 672

CD: ALL

New York City  
Department of Housing Preservation and Development

REPORT OF HEAT/HOT WATER VIOLATIONS

Issued Violations

Type	Boro	Primary House Number Street	Zip	Block	Lot	Bldg Id	CPD	MDR
GEOS	BRONX	249 WILLIS AVENUE	10454	02301	0023	125019	1	210328
PREM		386 EAST 139 STREET	PREMISYS					

Unit Type	Stories	Apartments	Rooms
MD	5	18	0

Apt: 3D Location: ENTIRE APT

Room Temp: 71°F

HW: N

Water Temp: 88°F

Therm. No. 6296

Heating System in Operation: Y

Windows Closed Y

Radiator Valves Open: Y

Time In: 12:00 pm

Inspected By: Vasui, Christian

Badge:

Saenz, William

Badge: 3831

Inspection Date: 11/25/2016

Outside Temperature: 55°F

IV 1C POSTED: YES

Date Posted: 11/25/2016

Violation# 11541888

Hazard Class: C

Order No: 670

§ 27-2031 ADM CODE PROVIDE HOT WATER AT ALL HOT WATER FIXTURES

ER Code: 02B

ER Description

NO RUNNING HOT WATER: DEFECTIVE EQUIPMENT (DESCRIBE DEFECT)

CERTIFICATION

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

HELEN LAI, an attorney  
admitted to practice in the courts of New  
York State, hereby certifies that the  
within

has been compared with the original and  
found to be a true and complete copy. I  
affirm that the foregoing statement is  
true, under the penalties of perjury.

Dated:

NOTICE OF SETTLEMENT

Please take notice that an order,  
of which the within is a true copy will be  
presented for settlement to the Hon.

at \_\_\_\_\_ at \_\_\_\_\_ o'clock in the noon.

Dated:

Yours, etc.,  
Deborah Rand, ESQ.  
HELEN LAI, of Counsel  
Housing Litigation Division  
100 Gold Street - Sixth floor  
New York, New York 10038  
212-863-8530

Index No. 17B008149

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF Bronx: HOUSING PART H

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT  
OF THE CITY OF NEW YORK, -----x

Petitioner,

- against -

WILLIS APARTMENTS, LLC  
ISMAEL AYALA

Respondents.

NOTICE OF PETITION AND VERIFIED PETITION

Deborah Rand, ESQ.  
HELEN LAI, of Counsel  
Attorney for Petitioner  
DEPARTMENT OF HOUSING PRESERVATION  
AND DEVELOPMENT OF THE CITY OF NEW YORK  
Housing Litigation Division  
100 Gold Street - Sixth floor  
New York, New York 10038  
212-863-8530

NOTICE OF ENTRY

Please take notice that the within is a (certified)  
true copy of a  
entered in the office of the clerk of the above  
court on

Dated:

Yours etc.,  
Deborah Rand, ESQ.  
HELEN LAI, of Counsel  
Housing Litigation Division  
100 Gold Street - Sixth floor  
New York, New York 10038  
212-863-8530

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX : HOUSING PART H

PLEASE REFER TO  
SECTION 6Q

DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT OF THE CITY OF NEW YORK,

Index No. 8149/17

NOTICE OF APPEARANCE  
AND VERIFIED ANSWER

- against -

Petitioner,

WILLIS APARTMENTS, LLC  
ISMAEL AYALA,

## Respondents

PLEASE TAKE NOTICE that Respondents, by their attorneys, Gutman, Mintz, Baker & Sonnenfeldt, LLP, hereby appears in this proceeding and demand that you serve all papers in this proceeding upon the undersigned at the office address stated herein.

PLEASE TAKE FURTHER NOTICE, that the Respondents interpose the following Answer to the Petition herein:

1. GENERAL DENIAL.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE:

2. This Court lacks jurisdiction over the person of the Respondents because service of the Notice of Petition and Petition was improper.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE:

3. The Respondents are not proper parties in that they do not have direct control over the subject premises.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE:

4. Upon information and belief, the repairs/violations alleged have already been corrected.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE:

5. Upon information and belief, the alleged violations do not constitute a violation of the Housing Maintenance Code or other provision governing housing standards.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE:

6. Upon information and belief, the alleged condition which constitutes a violation did not exist at the time the violation was placed.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE:

7. Upon information and belief, the Respondent began to correct the condition which constitutes the violation promptly upon discovering it, but the full correction could not be completed expeditiously because of (a) technical difficulties, (b) inability to obtain necessary materials, (c) funds or labor, (d) inability to gain access to the dwelling unit wherein the violation occurred, or such other portion of the building as might be necessary to make the repair.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE:

8. Upon information and belief, the Respondent was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE:

9. Upon information and belief, the alleged violation giving rise to the action was caused by the act of negligence, neglect or abuse of another not in the employ or subject to the direction of

bbb022717

the Respondent.

WHEREFORE, Respondent respectfully requests that: (a) the Petition be dismissed; (b) the Court award Respondents reasonable attorneys fees; (c) the Court grant costs and disbursements to the Respondents; (d) that the Court grant such other and further relief as it deems just and proper.

Dated: Nassau, New York  
February 27, 2017

Yours, etc.,

GUTMAN, MINTZ, BAKER & SONNENFELDT, LLP

By: ED BALDINUCCI, ESQ.  
Attorneys for Respondents  
813 Jericho Turnpike  
New Hyde Park, NY 11040  
(516) 775-7007

TO: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT  
Housing Litigation Bureau  
100 Gold Street  
New York, NY 10038

555022717

Inc.  
to A  
779  
400  
058



VERIFICATION

STATE OF NEW YORK     )  
                              )   SS.:  
COUNTY OF NASSAU     )

ED BALDINUCCI, ESQ. being duly sworn, deposes and says:

That deponent is the attorney for the Respondent in the above-entitled action with offices located at 813 Jericho Turnpike, New Hyde Park, County of Nassau, State of New York; that deponent has read the foregoing Answer and knows the contents thereof; that the same is true to deponent's knowledge, except as to the matters stated to be alleged upon information and belief, and that as to those matters, deponent believes them to be true.

That the reason why this verification is made by deponent instead of the Respondent is because the Respondent is not within the County of Nassau, which is the County where deponent's office is located. Deponent further says that the grounds of deponent's belief as to all matters in the Answer not stated to be upon knowledge are based upon discussions with the client and a review of the client's file and other relevant documents. The undersigned affirms that the foregoing statements are true under the penalties of perjury.

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ED BALDINUCCI

bbb022717

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK     )  
                              ) SS.:  
COUNTY OF NASSAU    )

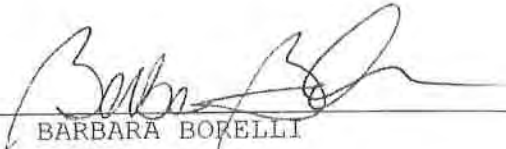
BARBARA BORELLI, being duly sworn, deposes and says:

1. Deponent is not a party to this action, is over eighteen (18) years of age and is employed at 813 Jericho Turnpike, New Hyde Park, NY 11040.

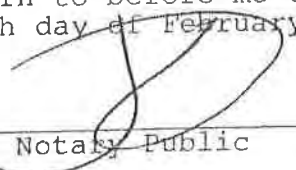
2. On February 27, 2017, deponent served the within Notice of Appearance/Verified Answer upon:

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT  
Housing Litigation Bureau  
100 Gold Street  
New York, NY 10038

by depositing true copies of same enclosed in a post-paid properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
BARBARA BORELLI

Sworn to before me this  
27th day of February, 2017

  
Notary Public

KATIE MALLOY  
Notary Public, State of New York  
No. 01MA6139463  
Qualified in Nassau County  
Commission Expires Jan. 8, 2018

bbb022717

Index No. 8149/17

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX : HOUSING PART H

PLEASE REFER TO  
SECTION 60

DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT OF THE CITY OF NEW YORK,

- against -  
Petitioner,

WILLIS APARTMENTS, LLC  
ISMAEL AYALA,  
Respondents

---

NOTICE OF APPEARANCE/VERIFIED ANSWER

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GUTMAN, MINTZ, BAKER & SONNENFELD, LLP  
Attorneys for Respondent

Office and Post Office Address, Telephone  
813 Jericho Turnpike 11040  
New Hyde Park, NY  
516-775-7007

CIVIL COURT OF THE CITY OF NEW YORK

County of Bronx

Date 2/28/17

Part H

DHPD

Petitioner(s),

against

WILLIS APARTMENTS LLC

Respondent(s)

ISMAEL AYALA

Index No. L&T: 8149/17

Page 1 of 1

Hon. Laurie Marin

STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner

Respondent 1

Respondent 2

Respondent 3

SO ORDERED:

Laurie Marin  
JUDGE, HOUSING COURT

Re: 249 Willis Ave

Case is adjourned to March 28 2017

for settlement conference and for Respondents

to provide proof of date of correction of

hotwater violation placed on 11/25/16

[Signature]

DHPD

[Signature]

Attorney for Respondents

# EXHIBIT C

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART II

DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT OF THE CITY OF NEW YORK,

ORDER AND JUDGMENT

Petitioner,

Index No.: 81491/17

-against-

Premises:  
249 WILLIS AVENUE  
BRONX, NY 10451

WILLIS APARTMENTS, LLC  
ISMAEL AYALA

Respondent(s).

PRESENT: HON. Laurie Marlin  
J. H. C.

The issues in this action for an Order to Correct and Civil Penalties having duly come on to be heard for ~~(inquest)~~ ~~(trial)~~ (settlement) before me the 28 day of *March* 2017 in the Housing Part of this Court, petitioner Department of Housing Preservation and Development of the City of New York having appeared by Deborah Rand, ESQ., HELEN LAI, of counsel, *Ed Balducci Esq.* appearing in opposition thereto;

Now, upon motion of Deborah Rand, ESQ., HELEN LAI, of counsel, all papers, proceedings and exhibits herein, and after conducting a hearing upon the issues herein, and after due deliberation, it is hereby

Ordered, adjudged and found that the respondent(s) listed below have been duly served with the Order to Show Cause and Verified Petition filed herein; that the petitioner has proved that it is entitled to an Order to Correct and Civil Penalties pursuant to Subchapter 2, Article 8 and Subchapter 5, Articles 2 and 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York; and

Now, upon the consent of all the below named parties, it is hereby agreed that respondent(s) (was) were properly served with the Order to Show Cause/Notice of Petition and Verified Petition filed herein, received proper notice and consent(s) to the personal jurisdiction of the court for this proceeding; and it is further

Ordered (and adjudged) that  
WILLIS APARTMENTS, LLC  
11 AVENUE F, BROOKLYN, NY, 11218

ISMAEL AYALA  
11 AVENUE F, BROOKLYN, NY, 11218

and (her) (his) (them) (its) agents and employees, shall forthwith

1) Provide heat during the period from October 1 through May 31, so as to maintain in every portion of the subject premises used or occupied for living purposes:

- i. A temperature of at least 68 degrees Fahrenheit whenever the outside temperature falls below 55 degrees Fahrenheit, between the hours of 6 a.m. and 10 p.m.; and
- ii. A temperature of at least 55 degrees Fahrenheit whenever the outside temperature falls below 40 degrees Fahrenheit, between the hours of 10 p.m. and 6 a.m.

2) Supply every bath, shower, washbasin and sink in every dwelling unit with hot water at a constant minimum temperature of 120 degrees Fahrenheit, twenty four hours per day.

3) Provide access to the boiler area for the petitioner's inspectors and/or contractors, and post proper notices relating to access to the boiler area pursuant to the Multiple Dwelling Law and the Housing Maintenance Code.

4) Remove any device on the heating system which is capable of causing the system to become inoperable or to provide less than the minimum legal requirements of heat and/or hot water and maintain the system free of any such device; and it is further

Ordered (and adjudged) that each day or portion thereof on which the respondent(s) or other person(s) subject to the mandates of this Order and Judgment fail(s) to provide heat or hot water as required by paragraphs 1 and 2 above, fail(s) to provide access to the boiler area for petitioner's inspectors and/or fail(s) to post an access notice, as required in paragraph 3 above, or fail(s) to maintain the heating system free of any device that is capable of causing the system to become inoperable or provide less than the minimum legal requirements of heat and/or hot water, as required in paragraph 4 above, shall be deemed to be a contempt of this Order and Judgment, which will subject the respondent(s) to the contempt powers of this Court. In addition, petitioner may seek additional civil penalties for any violation of any of the terms herein; and it is further

Ordered (and adjudged) that the civil penalties claim in the petition in this matter is settled for the sum of \$ 500.00 to be paid by certified check, attorney's check or money order payable to "DHPI", subject to the approval of the Comptroller of the City of New York, subject to collection on or before May 1, 2017. THE ADDRESS OF THE SUBJECT PREMISES AND THE HE INDEX NUMBER SHOULD BE WRITTEN ON THE CHECK(S). The payment is to be mailed to: DHPI, 100 Gold St., 6th Fl., New York, New York 10038, Attn: Non-Payees. And it is further

Ordered (and adjudged) that, if respondent(s) default(s) in any of the payments provided herein, petitioner may, after eight (8) days written notice of default to respondent(s) or, if necessary, to respondent(s) attorney, enter judgment against respondent(s) jointly and severally in the amount sued upon herein, \$ 5000.00, and said judgment shall be entered as against 301 Lot 0023 and petitioner shall have execution thereon; and it is further

Ordered (and adjudged) that the *ex parte* affirmation of the attorney for the petitioner, (DIP), with regard to such default shall be sufficient to have judgment of default of payment entered by the Clerk of the Court; and it is further

Ordered (and adjudged), upon agreement by and between the Department of Housing Preservation and Development and Respondent(s)

1. \_\_\_\_\_ Address \_\_\_\_\_

2. \_\_\_\_\_ Address \_\_\_\_\_

3. \_\_\_\_\_ Address \_\_\_\_\_

and the Attorney for all Respondent(s), Gupman, Huntz, Baker & Sonnenfeldt

Address 813 Jericho Turnpike  
New Hyde Park NY 11040

that the above-named respondent(s) consent to service of any papers and/or process by regular mail at the address(es) indicated above for all actions and proceedings arising from the subject of this Order, including the commencement of any action or proceeding brought to enforce, uphold and/or monitor compliance and to punish non-compliance of this Order, including but not limited to actions or proceedings for civil and/or criminal contempt of the within Order.

*[Signature]*  
CHIEF CLERK



# EXHIBIT D

The selected address: 249 WILLIS AVENUE, Bronx 10454

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
125019	Active	249-249	02301	0023	1	3900	5	18	0	PVT	210328	A

Other Units

Property  
Owner  
Registration  
Information

Charges

Complaint  
StatusComplaint  
HistoryLitigation/Case  
StatusTenant  
Harassment  
ReportAll Open  
ViolationsPrior year  
Open Viol.'s

Certification

Overdue Lead  
Paint Viol.  
Correction

Vacate Orders

I-Card  
Images

PROS Online

Map

## Building Registration Summary Report

Find Apartment#

Clear

Search

Owner	Last Reg Dt Reg Expire Dt	Organization	Last Ten.	First Nat	House No.	Street Nm.	Apt. City	State	Zip
Head Officer	08/17/2017 09/01/2018		ROSEN	SAM	1425	38TH STREET	BROOKLYN NY	11218	
Corporation	08/17/2017 09/01/2018	WILLIS APARTMENTS, LLC			1425	38TH STREET	Brooklyn NY	11218	
Managing Agent	08/17/2017 09/01/2018	PYRAMID	ROSEN	SAM	1425	38TH STREET	BROOKLYN NY	11218	

## Open Violations - ALL DATES

There are 68 Violations. Arranged by category: A class: 8 B class: 50 C class: 10 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date, nov ISSUED Date	Hzrd Class no	Order ID, NOV ID, NOV Type	Violation Description	Status Status Date	Certify By Unit Actual Cert. Date
Yards / Courts	2018/01/23 B 2018/01/25	686	12206468 5999765 Original	§ 27-2040 adm code provide adequate lighting at or near the outside of the front entranceway of the building and keep same burning from sunset every day to sunrise on the day following minimum 100 watts	NOV CERT 2018/01/30	2018/03/15 2018/01/30
Yards / Courts	2018/01/23 C 2018/01/25	567 *	12206475 5999766 Original	§ 27-2018 adm code abate the nuisance consisting of rodents . rat excreta at building front areaway under building stoop	NOV CERT 2018/01/30	2018/02/07 2018/01/30
1	2018/01/23 C 2018/01/25	671	12206480 5999766 Original	§ 27-2033 adm code post notice, in form approved by the department, stating the name and location of the person designated by the owner to have key to buildings heating system . sign posted with no information , 1st story	NOV CERT 2018/01/30	2018/02/07 2018/01/30
1	2018/01/23 A 2018/01/25	722	12206483 5999764 Original	§ 27-2053 adm code post sign on wall of entrance story bearing name, address including apartment number if any, and telephone number of superintendent, janitor or housekeeper., 1st story	NOV CERT 2018/01/30	2018/05/14 2018/01/30
A 1	2017/07/09 B 2017/07/11	501	11869425 5797475 Original	§ 27-2005 adm code properly repair the broken or defective counter balance at lower window sash in the 1st room from north located at apt a, 1st story, 1st apartment from south at west	CIV10 MAILED 2017/09/14	2017/08/29 2017/08/16
3A 3	2017/06/05 B 2017/06/07	508	11814064 5768918 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling and all walls in the entire apartment located at apt 3a, 3rd story, 1st apartment from south at west	NOT COMPLIED 2017/08/04	2017/07/26
3A 3	2017/06/05 B 2017/06/07	501	11814067 5768918 Original	§ 27-2005 adm code properly repair the broken or defective upper and lower window sash counter balance in the entire apartment located at apt 3a, 3rd story, 1st apartment from south at west	NOT COMPLIED 2017/08/04	2017/07/26
1A 1	2017/04/18 B 2017/04/21	508	11743718 5732818 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the	NOT COMPLIED 2017/08/04	2017/06/09 2017/06/02

ceiling & walls in the bathroom located at apt 1a, 1st story, 1st apartment from south at west						
1A. 1	2017/04/18 B 2017/04/21	506	11743759 5732818 Original	§ 27-2005 adm code replace with n... ie missing escutcheon plate at riser top in the baunroom located at apt 1a, 1st story, 1st apartment from south at west	NOT COMPLIED 2017/08/04	2017/06/09 2017/06/02
1A 1	2017/04/18 B 2017/04/21	530	11743780 5732818 Original	§ 27-2005, 2007 adm code arrange and make self- closing the doors .. in the entrance located at apt 1a, 1st story, 1st apartment from south at west	NOT COMPLIED 2017/08/04	2017/06/09 2017/06/02
4A 4	2017/04/04 B 2017/04/06	501	11721291 5721402 Original	§ 27-2005 adm code properly repair the broken or defective window frame sill. in the 4th room from east at north located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/05/25
4A 4	2017/04/04 B 2017/04/06	1503	11721294 5721402 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). defective. in the entire apartment located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/05/25
4A 4	2017/04/04 B 2017/04/06	702	11721298 5721402 Original	§ 27-2045 adm code repair or replace the smoke detector defective. in the entire apartment located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/05/25
3D 3	2017/04/04 B 2017/04/06	579	11721304 5721405 Original	§ 27-2026 adm code repair the leaky and/or defective faucets at wash basin. in the bathroom located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2017/05/25
3D 3	2017/04/04 A 2017/04/06	502	11721313 5721404 Original	§ 27-2005 adm code properly repair with similar material the broken or defective cement floor. in the bathroom located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2017/07/24
3D 3	2017/04/04 A 2017/04/06	502	11721331 5721404 Original	§ 27-2005 adm code properly repair with similar material the broken or defective ceramic tile, at east wall. in the bathroom located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2017/07/24
3A 3	2017/04/04 B 2017/04/06	501	11721339 5721403 Original	§ 27-2005 adm code properly repair the broken or defective lower, and upper window sashes. in the entire apartment located at apt 3a, 3rd story, 1st apartment from south at west	NOT COMPLIED 2017/08/04	2017/05/25
3A 3	2017/04/04 B 2017/04/06	508	11721357 5721403 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all ceilings, and walls. in the entire apartment located at apt 3a, 3rd story, 1st apartment from south at west	NOT COMPLIED 2017/08/04	2017/05/25
3D 3	2017/03/30 C 2017/04/03	670 *	11713698 5718759 Original	§ 27-2031 adm code provide hot water at all hot water fixtures in the entire apartment located at apt 3d, 3rd story, 1st apartment from west at north	1 NO ACCESS 2017/08/11	2017/04/12
4A 4	2017/02/12 B 2017/02/16	530	11649104 5684912 Original	§ 27-2005, 2007 adm code arrange and make self- closing the doors .. in the entrance located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/04/06
4A 4	2017/02/12 B 2017/02/16	702	11649105 5684912 Original	§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/04/06
4A 4	2017/02/12 B 2017/02/16	1503	11649106 5684912 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/04/06
4A 4	2017/02/12 C 2017/02/16	790	11649107 5684913 Original	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 3; wg to replace = 0; wg to repair = 1; in the entire apartment located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/03/21
4A 4	2017/01/30 A 2017/02/01	556	11631497 5672934 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the bathroom , the foyer located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/05/21
4A 4	2017/01/30 B 2017/02/01	508	11630192 5672935 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ... north wall in the 4th room from east at north located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/03/22
4A 4	2017/01/30 B 2017/02/01	508	11630193 5672935 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ... north wall, south wall in the foyer located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/03/22
4A 4	2017/01/24 B 2017/01/26	688	11622341 5668454 Original	§ 27-2037, 2038 hmc: provide a safe and adequate supply of electric service to the fixtures ceiling in the 1st room from east located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/03/16
4A 4	2017/01/24 B 2017/01/26	688	11622343 5668454 Original	§ 27-2037, 2038 hmc: provide a safe and adequate supply of electric service to the fixtures ceiling in the bathroom located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/03/16
4A 4	2017/01/24 B 2017/01/26	688	11622345 5668454	§ 27-2037, 2038 hmc: provide a safe and adequate supply of electric service to the fixtures ceiling in the	1 NO ACCESS	2017/03/16

			Original	private hallway located at apt 4a, 4th story, 1st apartment from south at west	2017/08/11	
4A 4	2017/01/24 B 2017/01/26	05	11622348 5668454 Original	§ 27-2005 adm code replace with new broken or defective door at cabinet below sink in the kitchen located at apt 4a, 4th story, 1st apartment from south at west	1 NO ACCESS 2017/08/11	2017/03/16
3D 3	2016/11/25 B 2016/11/29	508	11545726 5624438 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling and west wall in the kitchen located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2017/01/17
3D 3	2016/11/25 B 2016/11/29	530	11545727 5624438 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors .. in the entrance located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2017/01/17
5D 5	2016/10/11 B 2016/10/19	530	11429732 5539565 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors to apartment in the entrance located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/07
5D 5	2016/10/11 B 2016/10/17	508	11429863 5537014 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall in the bathroom located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05
5D 5	2016/10/11 B 2016/10/17	550	11429883 5537014 Original	§ 27-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... the west wall in the bathroom located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05
5D 5	2016/10/11 B 2016/10/17	702	11429945 5537014 Original	§ 27-2045 adm code repair or replace the smoke detector inoperative in the entire apartment located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05
5D 5	2016/10/11 B 2016/10/17	1503	11429961 5537014 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). inoperative in the entire apartment located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05
3D 3	2016/10/05 C 2016/10/11	510	11423093 5532649 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of key operated lock installed at room door leading to fire escape window in the 1st room from east at north located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/10/24
3D 3	2016/10/05 B 2016/10/11	502	11423094 5532648 Original	§ 27-2005 adm code properly repair with similar material the broken or defective marble saddle at doorway in the entrance located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/11/29
3D 3	2016/10/05 B 2016/10/11	530	11423095 5532648 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors .. in the entrance located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/11/29
3D 3	2016/10/05 B 2016/10/11	508	11423096 5532648 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling and all walls in the kitchen located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/11/29
3D 3	2016/10/05 B 2016/10/11	502	11423098 5532648 Original	§ 27-2005 adm code properly repair with similar material the broken or defective ceramic floor tiles in the bathroom located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/11/29
A 1	2016/08/25 A 2016/08/30	556	11371013 5503530 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the bathroom located at apt a, 1st story, apartment at west	NOT COMPLIED 2017/08/04	2016/12/17
A 1	2016/08/25 B 2016/08/30	502	11371017 5503531 Original	§ 27-2005 adm code properly repair with similar material the broken or defective wood floor and covering in the kitchen located at apt a, 1st story, apartment at west	NOT COMPLIED 2017/08/04	2016/10/18
A 1	2016/08/25 B 2016/08/30	530	11371020 5503531 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors entrance door to apt located at apt a, 1st story, apartment at west	NOT COMPLIED 2017/08/04	2016/10/18
Yards / Courts	2016/08/25 B 2016/08/30	552	11371023 5503531 Original	§ 27-2010, 2011, 2012 adm code remove the accumulation of refuse and/or rubbish and maintain in a clean condition the entire rear yard	NOT COMPLIED 2017/08/04	2016/10/18
4A 4	2016/08/17 B 2016/08/18	1503	11356270 5495895 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt 4a, 4th story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/10/06
4A 4	2016/08/17 B 2016/08/18	702	11356271 5495895 Original	§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt 4a, 4th story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/10/06
4A 4	2016/08/17 B 2016/08/18	568	11356273 5495895 Original	§ 27-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt 4a, 4th story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/10/06
4A 4	2016/08/17 B 2016/08/18	569	11356274 5495895 Original	§ 27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 4a, 4th story, 1st apartment from north at east	1 NO ACCESS 2017/08/11	2016/10/06

3C	2016/03/31 A	508	11180203	§ 27-2005 adm code paint the broken or defective plastered surfaces and paint in a uniform color west wall in the kitchen located at apt 3c, 1st story, 2nd apartment from west at north	NOT COMPLIED	2016/07/22 2016/04/25 2017/08/04
3B	2015/07/07 A	556	10775135	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the bathroom, the 3rd room from east located at apt 3b, 3rd story, 1st apartment from west at north	1 NO ACCESS	2015/10/26 2017/08/11
3B	2015/07/07 B	1503	10774831	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt 3b, 3rd story, 1st apartment from west at north	1 NO ACCESS	2015/08/27 2017/08/11
3B	2015/07/07 B	702	10774832	§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt 3b, 3rd story, 1st apartment from west at north	1 NO ACCESS	2015/08/27 2017/08/11
4C	2014/07/17 A	556	10313050	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department ceilings walls doors and trims thru-out in the entire apartment located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS	2014/11/07 2017/08/11
4C	2014/07/17 B	508	10313051	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the bathroom located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS	2014/09/08 2017/08/11
4C	2014/07/17 B	583	10313052	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak over ceiling in the bathroom located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS	2014/09/08 2017/08/11
4C	2014/07/17 B	508	10313053	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the kitchen located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS	2014/09/08 2017/08/11
2D	2014/06/18 B	505	10282039	§ 27-2005 adm code replace with new the broken or defective ceramic tiles at east and south wall in the bathroom located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/08/11 2017/08/11
2D	2014/06/18 B	583	10282045	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling and east wall in the bathroom located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/08/11 2017/08/11
2D	2014/06/18 C	583	10282066	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling and north wall in the kitchen located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/07/06 2017/08/11
2D	2014/06/18 B	583	10282072	§ 27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling in the foyer located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/08/11 2017/08/11
2D	2014/06/18 B	702	10282097	§ 27-2045 adm code repair or replace the smoke detector inoperable located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/08/11 2017/08/11
2D	2014/06/18 B	1503	10282107	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). inoperable located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/08/11 2017/08/11
2D	2014/06/18 C	790	10282110	§ 27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 2; wg to replace = 0; wg to repair = 0; located at apt 2d, 2nd story, 1st apartment from north at east	1 NO ACCESS	2014/07/26 2017/08/11
4C	2010/01/25 C	616	8262011	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st window frame from west at north wall in the 2nd room from east located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS	2010/03/05 2017/08/11
2D	2009/06/18 C	616	7944335	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling, north wall, 1st window frame from east at south wall in the kitchen located at apt 2d, 2nd story, 1st apartment from north at east	DEFECT LETTER	2009/08/02 2010/01/26
2D	2005/06/24 C	617	5576275	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) baseboard at south wall, 3rd door frame from east at south wall in the foyer located at apt 2d, 2nd story, 1st apartment from north at east	DEFECT LETTER	2005/07/30 2010/01/26



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# EXHIBIT E

Services --- Select --- ▼ Home

The selected address: **249 WILLIS AVENUE, Bronx 10454**

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class
125019 Active	249-249	02301	0023	1	3900	5	18	0	PVT	210328	A

Other Units

Property  
Owner  
Registration  
Information

Charges

Complaint  
StatusComplaint  
HistoryLitigation/Case  
StatusTenant  
Harassment  
ReportAll Open  
Violationsprior year  
Open Viol.'s

eCertification

Overdue Lead  
Paint Viol.  
Correction

Vacate Orders

I-Card  
Images

PROS Online

Map

## Building Registration Summary Report

Find Apartment#

Clear

Search

Owner	Last Reg. Dt. Ren./Expire Dt.	Apartment	Unit Bldg	Floor Sto.	Room No.	Street No.	Apt. City	State	Zip
Head Officer	08/17/2017 09/01/2018		ROSEN SAM	1425	38TH STREET		BROOKLYN NY	11218	
Corporation	08/17/2017 09/01/2018	WILLIS APARTMENTS, LLC		1425	38TH STREET		Brooklyn NY	11218	
Managing Agent	08/17/2017 09/01/2018	PYRAMID	ROSEN SAM	1425	38TH STREET		BROOKLYN NY	11218	

## Open Violations - ALL DATES

There are 10 Violations. Arranged by category: A class: 1 B class: 6 C class: 3 I class: 0

For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).

To sort the columns, click on their underlined headers below in the blue area.

Apt Story	Reported Date	Hazd Class no	Order ID	Violation NOV ID NOV Type	Violation Description	Status Status Date	Certify By Date Actual Cert. Date
3D 3	2018/04/27 B 2018/04/30	649 *	12358769 6077408 Original	§ 27-2026 adm code remove all obstructions and repair all defects in waste line drain pipe at bathtub in the bathroom located at apt 3d, 3rd story, 1st apartment from north at east	1 NO ACCESS 2018/06/15	2018/06/18 2018/05/30	
5D 5	2016/10/11 B 2016/10/19	530	11429732 5539565 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors to apartment in the entrance located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/07	
5D 5	2016/10/11 B 2016/10/17	508	11429863 5537014 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall in the bathroom located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05	
5D 5	2016/10/11 B 2016/10/17	550	11429883 5537014 Original	§ 27-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... the west wall in the bathroom located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05	
5D 5	2016/10/11 B 2016/10/17	702	11429945 5537014 Original	§ 27-2045 adm code repair or replace the smoke detector inoperative in the entire apartment located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05	
5D 5	2016/10/11 B 2016/10/17	1503	11429961 5537014 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). inoperative in the entire apartment located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2017/08/11	2016/12/05	
3B 3	2015/07/07 A 2015/07/09	556	10775135 5155404 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the bathroom , the 3rd room from east located at apt 3b, 3rd story, 1st apartment from west at north	1 NO ACCESS 2017/08/11	2015/10/26	
4C 4	2010/01/25 C 2010/02/02	616	8262011 3860382 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st window frame from west at north wall in the 2nd room from east located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS 2017/08/11	2010/03/05	



2D 2	2009/06/18 C 2009/07/02	7944335 3672220 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling, north wall, 1st window frame from east at south wall in the kitchen located at apt 2d, 2nd story, 1st apartment from north at east	DEFECT LETTER 2010/01/26	2009/08/02
2D 2	2005/06/24 C 2005/06/29	617 5576275 2441920 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) baseboard at south wall, 3rd door frame from east at south wall in the foyer located at apt 2d, 2nd story, 1st apartment from north at east	DEFECT LETTER 2010/01/26	2005/07/30



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# EXHIBIT F

**Buildings** [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

## NYC Department of Buildings

**DOB Violation Display for 040618LBLVIO05163**

Premises: 386 EAST 139 STREET BRONX

BIN: 2000591 Block: 2301 Lot: 23

Issue Date: 04/06/2018

Violation Category: V - DOB VIOLATION - ACTIVE

Violation Type: LBLVIO - LOW PRESSURE BOILER

Violation Number: 05163

Device No.: 00013664 - 01-RESIDENTIAL

ECB No.:

Infraction Codes:

Description: VIOLATION ISSUED FOR FAILURE TO FILE ANNUAL BOILER 2016 INSPECTION REPORT

Click [here](#) to view the Civil Penalty Chart.

Disposition:

Code:

Date:

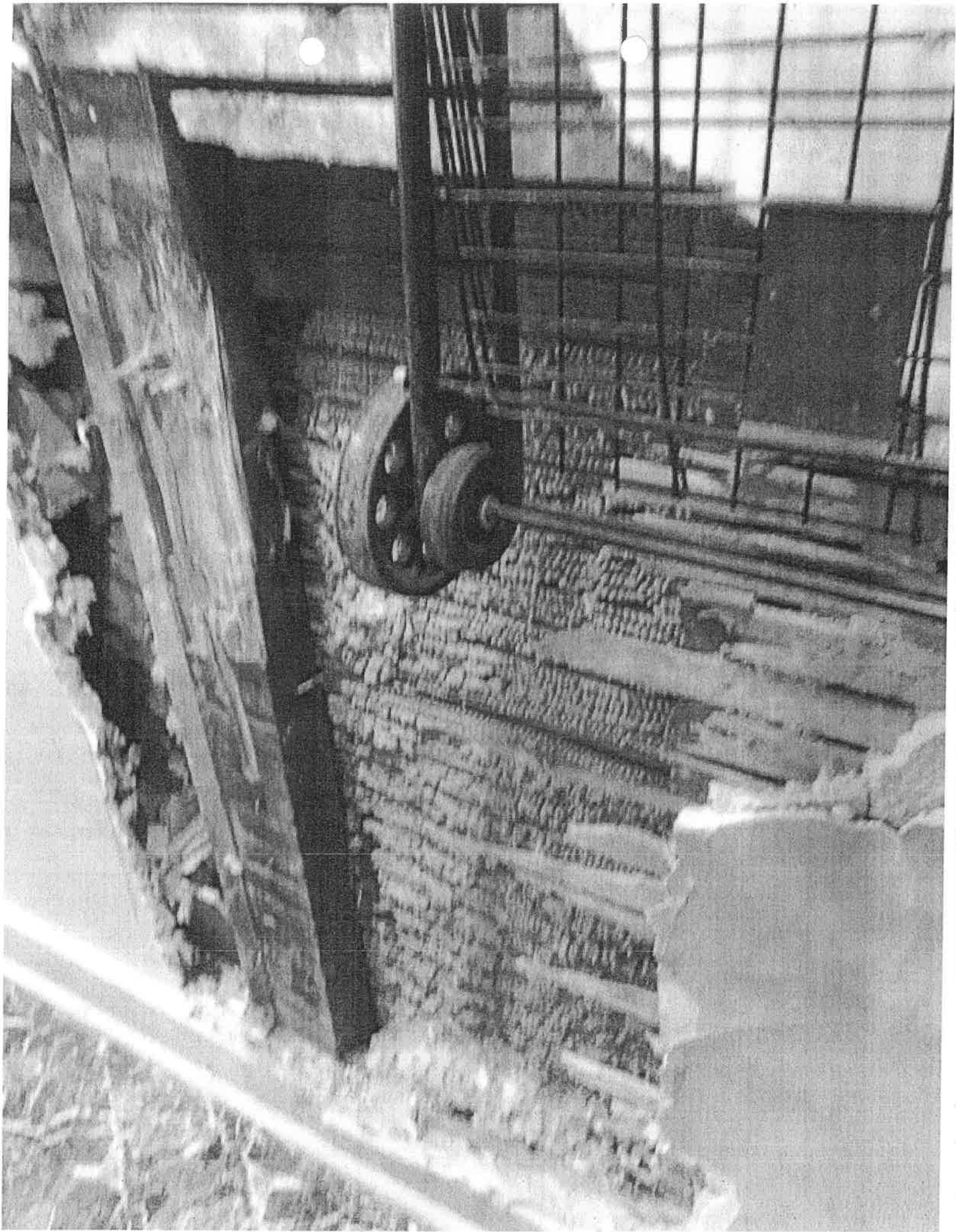
Inspector:

Comments:

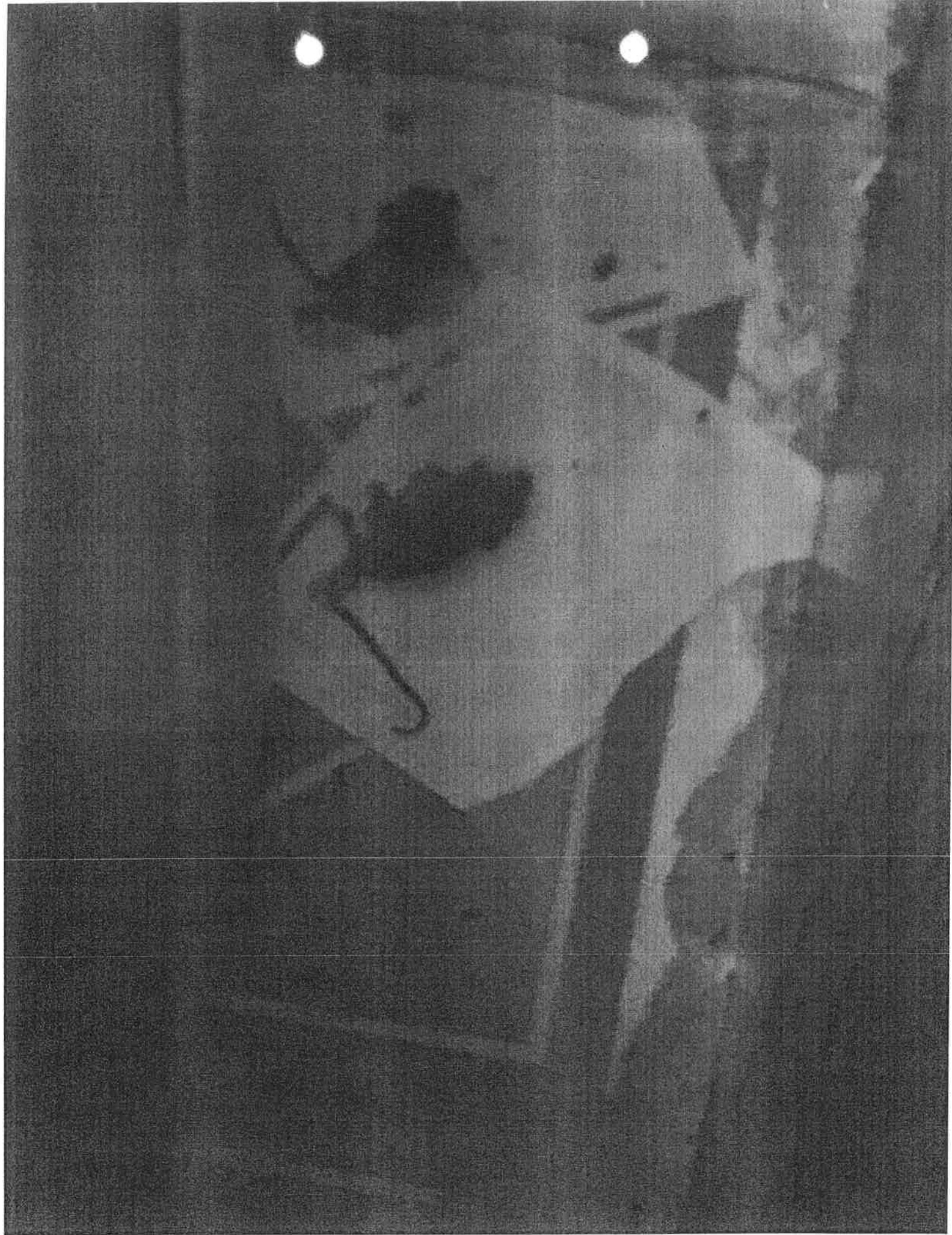
If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

# EXHIBIT G



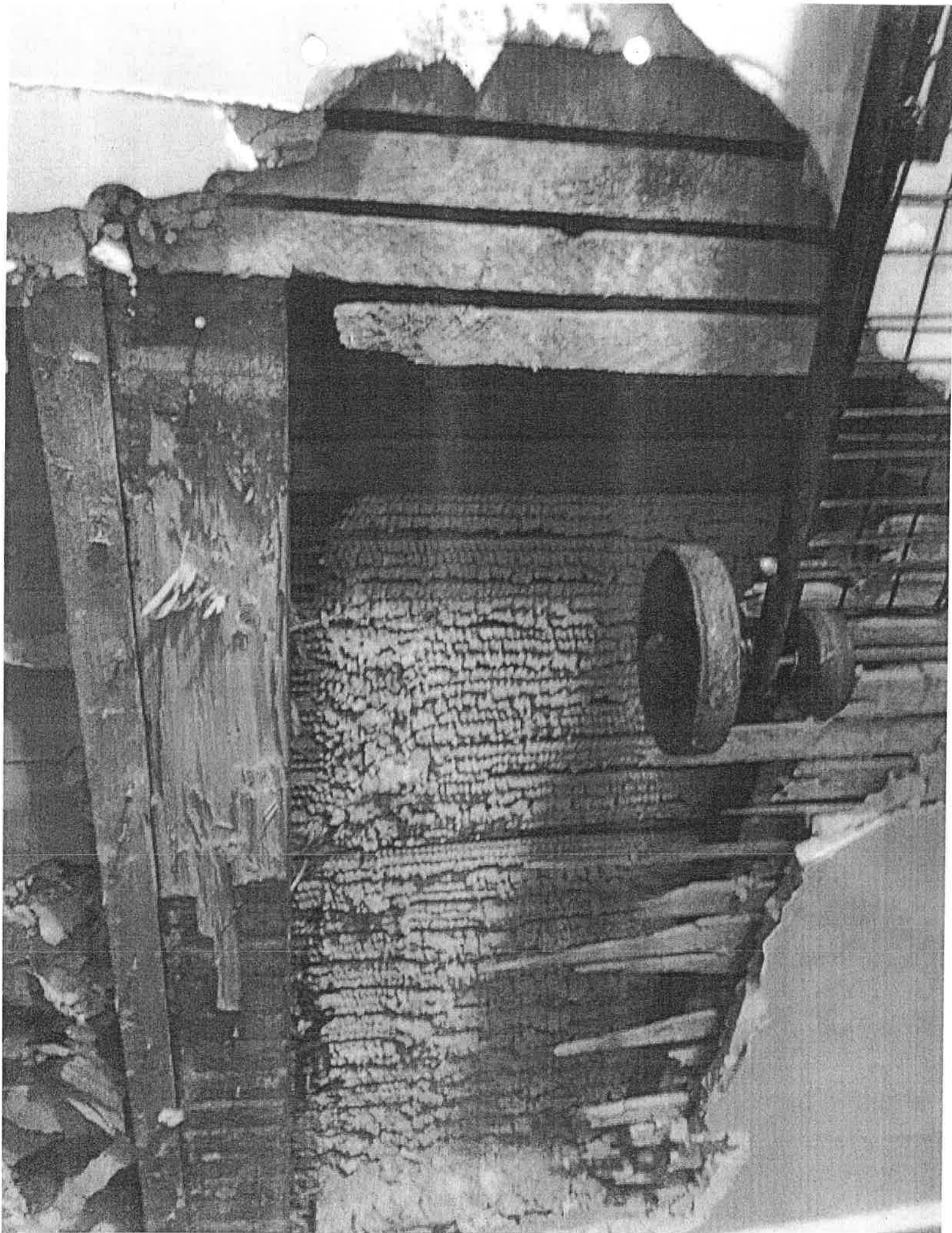










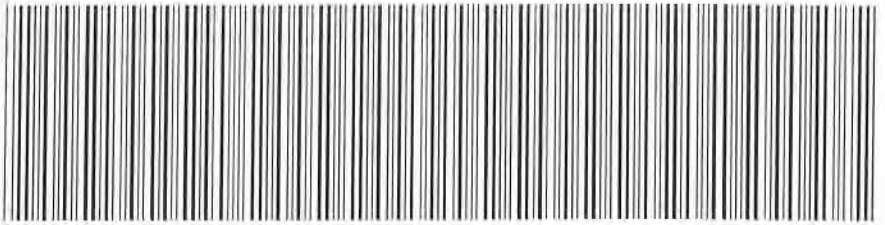




# EXHIBIT H

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2014050200229001002E6FEF

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 4**

**Document ID: 2014050200229001**

**Document Date: 04-10-2014**

**Preparation Date: 05-08-2014**

**Document Type: DEED**

**Document Page Count: 3**

**PRESENTER:**

RIVERSIDE ABSTRACT LLC  
HOLD FOR PICK-UP  
3839 FLATLANDS AVE #208 - RANY-15185  
BROOKLYN, NY 11234  
718-252-4200  
REC@RSABSTRACT.COM

**RETURN TO:**

RIVERSIDE ABSTRACT LLC  
HOLD FOR PICK-UP  
3839 FLATLANDS AVE #208 - RANY-15185  
BROOKLYN, NY 11234  
718-252-4200  
REC@RSABSTRACT.COM

Borough	Block	Lot	Unit	Address
BRONX	2301	23	Entire Lot	386 EAST 139 STREET
<b>Property Type: APARTMENT BUILDING</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

386 E. 139 ST. REALTY CORP.  
C/O VINCENT GARROW, 15 EAST 40TH STREET,  
SUITE 304  
NEW YORK, NY 10016

**GRANTEE/BUYER:**

WILLIS APARTMENTS LLC  
11 AVENUE F  
BROOKLYN, NY 11218

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>
Recording Fee:	\$	52.00
Affidavit Fee:	\$	0.00

**Filing Fee:**

	\$	250.00
NYC Real Property Transfer Tax:	\$	37,537.50
NYS Real Estate Transfer Tax:	\$	5,720.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 05-09-2014 10:06

City Register File No.(CRFN):

**2014000158783**



*Annette M. Hill*

**City Register Official Signature**



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 10TH day of April, in the year 2014

BETWEEN

386 E. 139 St. Realty Corp., with an address at c/o Vincent Garrow, 15 East 40<sup>th</sup> Street, Suite 304, New York, NY 10016

party of the first part, and

Willis Apartments LLC, with an address at 11 Avenue F, Brooklyn, NY 11218

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN DOLLARS (\$10.00) dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of Bronx and also known as Block 2301, Lot 23 and more particularly described in the attached Schedule A made a part hereto. Said premises being the same premises transferred to the party of the first part by deed made by Rapport Realty Corp. dated November 30, 2005 and recorded January 6, 2006 in the Office of the City Register of the City of New York at CRFN 200600009346.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

386 E. 139 St. Realty Corp.

*Vincent Garrow, Pres.*

Vincent Garrow, President

**RIVERSIDE ABSTRACT, LLC**

as Agent for  
**Chicago Title Insurance Company**

**SCHEDULE A – DESCRIPTION**

Title No.: **RANY-15185**

All that certain plot, piece or parcel of land situate, lying and being in the Borough of Bronx, County of Bronx, State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Westerly side of Willis Avenue, with the southerly side of 139th Street;

RUNNING THENCE westerly along the southerly side of 139th Street, 100 feet;

THENCE southerly parallel with Willis Avenue, 25 feet to a point opposite the center of a party wall;

THENCE easterly partly through the center of said party wall and parallel with 139th Street, 100 feet to the westerly side of Willis Avenue;

THENCE northerly along the westerly side of Willis Avenue, 25 feet to the point or place of BEGINNING.

Note: Address, Block & Lot shown for informational purposes only

Designated as Block 2301, Lot 23 and also known as 386 East 139th Street a/k/a 249 Willis Avenue.

# ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of NEW YORK, ss:

On the 10TH day of April in the year 2014, before me, the undersigned, personally appeared  
Vincent Garrow

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

STANLEY HOLCDORF  
Notary Public, State of New York  
No. 01HO6059267  
Qualified in Richmond County  
Commission Expires May 29, 2015

## ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

## Bargain and Sale Deed With Covenants

Title No.

2014 15185

386 E. 139 St. Realty Corp.

TO

Willis Apartments LLC

DISTRIBUTED BY  
  
YOUR TITLE EXPERTS  
The Judicial Title Insurance Agency LLC  
800-281-TITLE (8485) FAX: 800-FAX-9396

# ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

## ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

\*State of , County of , ss:

\*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of in the year , before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION:

BLOCK: 2301

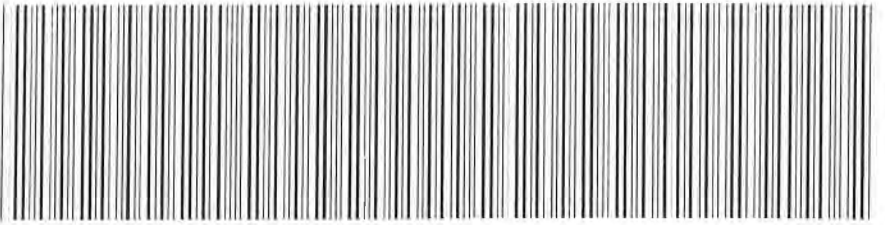
LOT: 23

COUNTY OR TOWN: Bronx

## RETURN BY MAIL TO:

NEIL FINK ESQ  
3839 PLATONIS AVE  
SUITE 206  
Brooklyn, NY 11234

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2014050200229001002SA16E

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2014050200229001**

Document Date: 04-10-2014

Preparation Date: 05-02-2014

Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2014041000048

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

1

RP - 5217 REAL PROPERTY TRANSFER REPORT

2





The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX BLOCK: 2301 LOT: 23
- (2) Property Address: 386 EAST 139 STREET, BRONX, NY 10454
- (3) Owner's Name: WILLIS APARTMENTS LLC
- Additional Name: \_\_\_\_\_

### Affirmation:



Your water & sewer bills will be sent to the property address shown above.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: \_\_\_\_\_

Signature: \_\_\_\_\_ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: \_\_\_\_\_

4/10/14

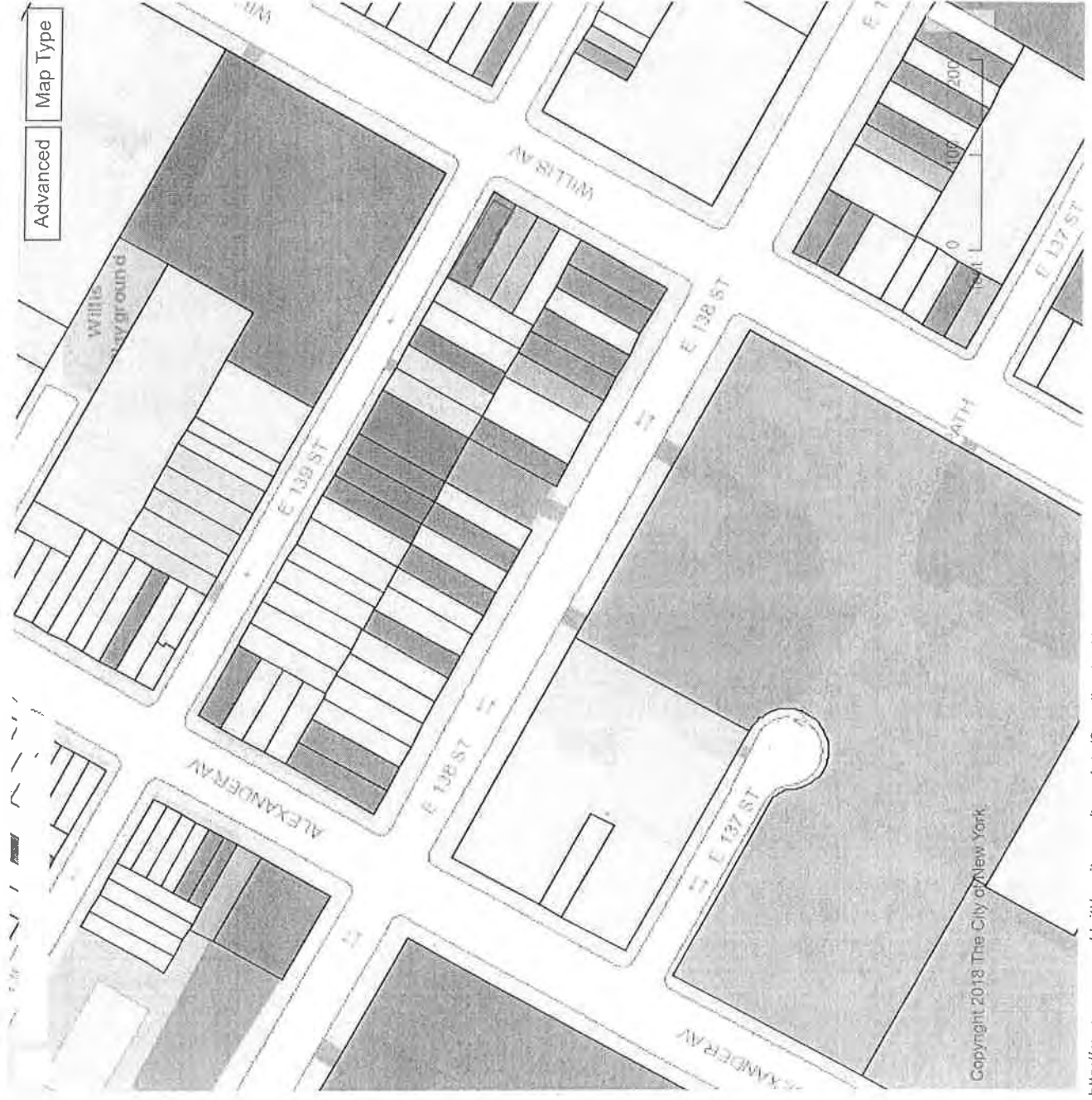
**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER		BUYER'S ATTORNEY	
BUYER SIGNATURE <i>[Signature]</i>	DATE 4/10/14	LAST NAME	FIRST NAME
11 AVENUE F			
STREET NUMBER	STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER
BROOKLYN			
CITY OR TOWN	STATE NY	ZIP CODE 11218	DATE 4/10/14
		SELLER SIGNATURE <i>Vincent Harcourt, Pres.</i>	DATE

2014041000048201

# EXHIBIT I



Advanced Map Type

Search for a Location

Searched Locations

386 EAST 139 STREET  
BRONX 10454

Hide Additional Information...

Rat Inspection Data

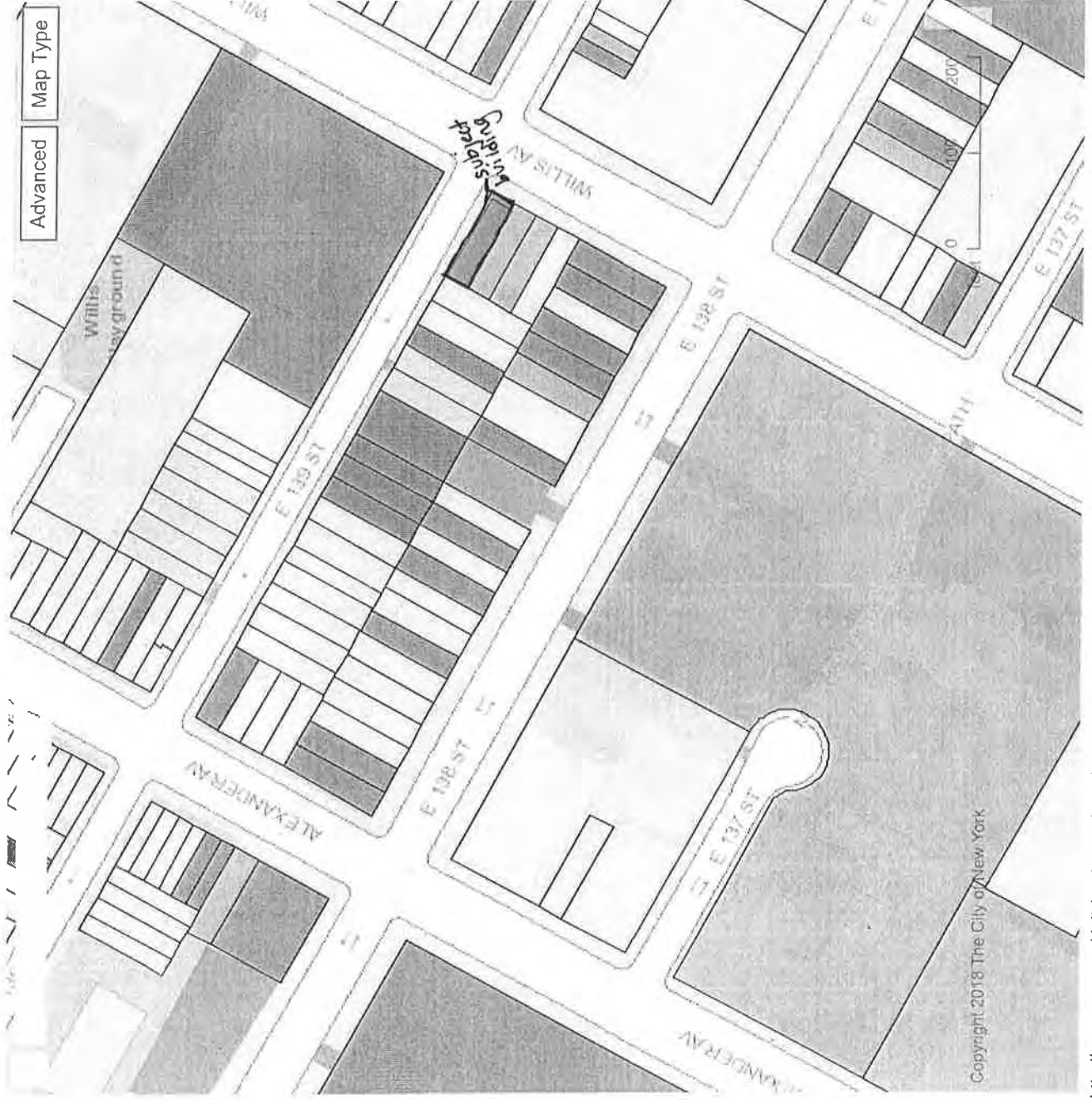
386 EAST 139 STREET, 10454  
Inspection Date: June 12, 2018  
Result: Active Rat Signs  
Borough: Bronx Block: 2301 Lot: 23  
Community Dist: 201  
Job ID: PO1730159

386 EAST 139 STREET, 10454  
Inspection Date: March 5, 2018  
Result: Active Rat Signs  
Borough: Bronx Block: 2301 Lot: 23  
Initial Inspection: 403 EAST 139 STREET

386 EAST 139 STREET, 10454  
Inspection Date: April 12, 2017  
Result: Active Rat Signs  
Borough: Bronx Block: 2301 Lot: 23  
Community Dist: 201  
Job ID: PO1402129

386 EAST 139 STREET, 10454  
Inspection Date: March 21, 2017  
Result: Active Rat Signs  
Borough: Bronx Block: 2301 Lot: 23  
Community Dist: 201  
Job ID: PO1367370

Show Rat Inspections on the Map



# Exhibit J

7 Misc.3d 1018(A)

Unreported Disposition

(The decision of the Court is referenced  
in a table in the New York Supplement.)

Civil Court, City of New York,  
New York County.

Sarah **SCHANZER**, Petitioner--Tenant,

v.

Nino **VENDOME**; **Vendome** Management,

Inc; 227-231 East 21st Street, LLC;

and Peter Fang, Respondents--Owners,

and

Department of Housing Preservation and  
Development of the City of New York, Respondent,  
and

New York City Department  
of Buildings, Respondent.

No. 6065/2005.

|  
April 27, 2005.

#### Attorneys and Law Firms

Grimble & LoGuidice, LLC (Robert Grimble of counsel),  
New York City, for petitioner.

Karp & Kalamotousakis, LLP (Charles J. Seigel of  
counsel), New York City, for respondents Nino **Vendome**,  
**Vendome** Management, Inc., 221-231 East 21st Street  
LLC, and Peter Fang. New York City Department of  
Housing Preservation and Development (Valentine J.  
Morretti of counsel).

New York City Department of Buildings (Gabriel  
Taussig, Dana H. Biberman, and Abayomi O. Ajaiyeoba  
of counsel).

#### Opinion

GERALD LEBOVITS, J.

\*1 On March 4, 2005, petitioner, Sarah **Schanzer**,  
began this Housing Part (HP) proceeding to  
compel respondents-owners Nino **Vendome**, **Vendome**  
Management, Inc., 227-231 East 21 Street, LLC, and  
Peter Fang to correct New York City Building Code  
violations placed against her home. Petitioner named the

Department of Housing Preservation and Development  
of the City of New York (DHPD) and the New York  
City Department of Buildings (DOB) as co-respondents.  
DOB now moves to be released as a co-respondent.  
In the alternative, DOB moves to dismiss that portion  
of petitioner's order to show cause seeking a court  
order to require DOB to inspect the premises and  
respondents-owners' work plans to correct the Building  
Code violations.

#### I. Background

Respondent-owners are renovating the commercial space  
on the subject premises' first floor. As part of DOB's  
supervisory authority over building construction, it  
inspected the subject premises in May, June, and October  
2004 and then again on March 23, 2005. (See Respondent  
DOB's Notice of Cross-Motion to Dismiss at ¶¶ 10, 14.)  
After the March 23, inspection, DOB issued a stop-work  
order to respondents-owners because of the two Building  
Code violations DOB's inspectors found.

DOB issued violation number 032305C06IAL to  
respondents-owners for allegedly failing to maintain the  
building's facade in a safe condition. DOB found that the  
building's facade is separated from the building's front and  
lists toward the street. Because of the danger the facade  
posed to pedestrians, DOB ordered respondents-owners  
to erect a sidewalk shed.

DOB also issued Building Code violation number  
34465256P to respondents-owners for allegedly failing  
to maintain the proper fire-proof material in the first  
floor commercial space's ceiling. DOB found this violation  
hazardous and, in its notice of violation, summoned  
respondents-owners to appear for an administrative  
hearing before the Environmental Control Board (ECB)  
on May 12, 2005.

After the March 23 inspection, DOB gave respondents-  
owners a notice of DOB's objections to the renovations.  
The notice included DOB's objection to the opening at  
subject premises' fire escape drop ladder. Without issuing  
a violation, DOB found that the fire escape's opening was  
too small to allow the tenants to use it as an exit.

#### II. DOB's Motion

DOB argues that petitioner has failed to state a cause  
of action. DOB notes that it has already inspected

the premises and issued Building Code violations to respondents-owners. According to DOB, petitioner's request that DOB to inspect the subject premises is academic.

Petitioner contends, on the other hand, that because respondents-owners have not corrected the Building Code violations, DOB's presence in this case is not academic. Petitioner and respondents-owners oppose DOB's motion to be removed as a respondent and submit that DOB's continuous presence as a respondent will help the court to order fair and appropriate ameliorative relief.

\*2 Before deciding whether DOB should be released from the proceeding, the court must decide whether it has jurisdiction over only Housing Maintenance Code (HMC) violations or whether this court's jurisdiction includes enforcing other housing codes, specifically the Building Code. Most HP proceedings deal only with HMC violations. But city codes—other than the HMC—that concern a residential tenant's health and safety are implicated regularly in tenant-initiated HP proceedings. The other codes include the Health Code, the Air Code, the Noise Code, the Fire Code, and the Building Code.

### III. Housing Court's Jurisdiction Over Building Code Violations

The Legislature created the Civil Court's Housing Part to hear “actions and proceedings involving the enforcement of state and local laws for the establishment and maintenance of housing standards, including, but not limited to, the multiple dwelling law and the housing maintenance code, building code and health code of the administrative code of the city of New York.” (Civ Ct Act § 110[a].) Civil Court Act § 110(a) allows this court to resolve Building Code violations by directing owners of residential premises correct the violations.

Civil Court Act § 203(k) gives this court jurisdiction over “[a]n action brought to impose and collect a civil penalty for a violation of state or local laws for the establishment and maintenance of housing standards, including, but not limited to, the multiple dwelling law and the housing maintenance code, building code and health code of the administrative code of the city of New York.” Section 203(k) allows for civil penalties for failing to correct Building Code violations even without an order to correct. This court's jurisdiction under Civil Court Act § 203(n) includes resolving proceedings to remove or place to

housing violations pursuant to § 203(k), a subsection that expressly includes fining a respondent-owner for violating the Building Code.

The Civil Court Act further gives this court the jurisdiction to issue “an injunction, restraining orders or other orders” to enforce Building Code violations. (Civ Ct Act § 203[o]; see also *Various Tenants of 515 E. 12th St. v. 515 E. 12th St., Inc.*, 128 Misc.2d 235, 236–237 [Hous Part, Civ Ct, N.Y. County 1985] [holding that Housing Part has jurisdiction under §§ 110(a) and 203(o) to enforce “any legislative standard which directly impacts” occupants' health and safety].) Although the express language of the statutes that grant the Housing Part its authority provide that this court has jurisdiction over Building Code violations, the court must determine whether it should exercise that authority or whether it should leave Building Code enforcement to other established mechanisms. The answer is that the court must exercise its authority so that it can fulfill its mission: to protect and preserve housing stock.

#### A. The Housing Part's Legislative Mandate

The original mission of the New York City Civil Court's Housing Part—commonly called the Housing Court—was to resolve code-violation cases. By the time the Legislature promulgated the Civil Court Act and the Housing Part opened its doors in October 1973, nonpayment, holdover, and illegal lockout proceedings were added to the Housing Part's jurisdiction to recognize the mutuality of obligations in landlord-tenant relationships, to promote a unified resolution of landlord-tenant disputes, and to adjudicate cases involving possession over residential premises in New York City.

\*3 From the Housing Part's inception, summary nonpayment and holdover proceedings, not code proceedings, have made up the vast bulk of the court's case load. But Civil Court remains committed to Housing Part (HP) proceedings, and to reflect the Housing Part's original mission, the Housing Part refers to the part of the Housing Part—a double-named court—devoted to code compliance.

Before the Legislature created the Housing Part, New York City enforced its housing standards by bringing criminal prosecutions and seeking fines in Criminal Court. (See L 1972, ch 982, § 1[a] [explaining Legislature's



findings and reasons for creating Housing Part]; Mark C. Rutzick and Richard L. Huffman, *The New York City Housing Court: Trial and Error in Housing Code Enforcement*, 50 NYU L Rev 738, 744 [1975] [providing brief history of New York City code enforcement].) The criminal sanction, limited almost exclusively to fines in code-violation proceedings, was an inadequate mechanism to protect and maintain housing stock.

For starters, although some contended that in “New York City ... fear of criminal prosecution [was] a significant deterrent [because] small fines might be effective, [in fact] the high number of relatively ineffective prosecutions demonstrate[d] to most low-income property owners that they ha[d] nothing to fear but fear itself.” (Richard E. Carlton, Richard Landfield, and James B. Loken, Note, *Enforcement of Municipal Housing Codes*, 78 Harv L Rev 801, 823 n 110 [1965]; accord *Amenuensis, Ltd. v. Brown*, 65 Misc.2d 15, 19 [Civ Ct, N.Y. County 1971] [“The first assumption was that code enforcement penalties were likely to be effective. But the history of the last 32 years surely demonstrates their inadequacy to assure broad compliance with the law.”].) In 1965, the average criminal penalty in each housing-code-violation case was less than \$14, even though the governing code-enforcement statutes allowed for penalties up to \$1000 for each violation. (Judah Gribetz and Frank P. Grad, *Housing Code Enforcement, Sanctions and Remedies*, 66 Colum L Rev 1254, 1275 [1966].)

Moreover, the high burden of proof and the emphasis on punishment at the expense of effective corrective remedies meant that code enforcement's primary goals remained unfulfilled. The criminal sanction did not include compelling the effectuation of repairs. (*See id.* at 1255.) As such, the criminal sanction did not preserve housing, vindicate tenants' entitlement to safe and secure accommodations, or promptly ameliorate hazardous and unhealthy conditions.

Given the ineffective results of enforcing housing standards in Criminal Court, the Legislature created the Housing Part. (*See* L 1972, Ch 982, § 1[a].) The Legislature found that housing standards are enforced most effectively by a single court with the jurisdiction to order corrections and compel owners to comply with those orders. (*See* L 1972, Ch 982, § 1[b].) The Legislature accordingly gave the Housing Part its mandate to “employ any and all of the remedies, programs,

procedures and sanctions authorized by federal, state or local laws for the enforcement of housing standards ... to accomplish and protect and promote the public interest and compliance.” (*Id.*)

\*4 Only Supreme Court or the Housing Part can issue an order to correct Building Code violations. Actions in Supreme Court make it an ineffective and slow forum to enforce housing standards. A summary proceeding commenced in the Housing Part of the Civil Court's Housing Part is the most efficient way to do so. By comparison, DOB's other administrative enforcement mechanisms, explained below, cannot ensure compliance.

#### B. Code Enforcement

The Building Code allows the DOB's Commissioner to authorize the New York City Corporation Counsel to prosecute Building Code violations in Criminal Court. (Admin. Code § 643a-11.0 [a] [providing that those who violate Building Code are subject to up to \$5000 penalty].) The Building Code gives the DOB's Commissioner the authority to order owners to correct existing Building Code violations. (Admin. Code § 643a-1.0.) If the owner does not correct the violations within the time stated in the Commissioner's order, DOB may effect the necessary repairs to correct the violations and then seek reimbursement from the owner. (Admin. Code § 643a-9.0.) As it did in this proceeding, the DOB's Commissioner can also issue stop-work orders to owners for dangerous or unsafe violations that DOB finds while construction work is ongoing. (Admin. Code § 643a-4.0.) The DOB's Commissioner also has the discretion to authorize Corporation Counsel to institute an action or proceeding in the Housing Part or Supreme Court to compel compliance with a DOB order or to correct any Building Code violation. (Admin. Code § 643a-6.0 [a].)

An owner who receives a summons to appear before the ECB may be liable for civil penalties separate from the \$5000 maximum penalty outlined above. Those violations that result in an ECB summons for civil penalties include (1) illegal building alterations under Building Code § 27-118.1; (2) placing tobacco advertisements within 1000 feet of a school or daycare facility under Building Code § 27-508.3(b); (3) any violation under Building Code Article 27, subchapter 19, entitled “Safety of Public and Property During Construction Operations”; (4) any violation under Article 27, subchapters 1, entitled “Administration and Enforcement,” 2, entitled “Definitions,” and 3,

entitled "Occupancy and Construction Classifications"; (5) receiving a violation DOB deems hazardous; and (6) receiving any two violations for the same offense within 18 months. (Admin. Code § 643a-12.1 [a].)

The ECB is an administrative tribunal that has the authority to adjudicate a wide variety of matters, including violations of the Air Code, the Noise Code, the Health Code, the Building Code, and the Fire Code. (N.Y.C. Charter § 1404.) Although the ECB may direct the DOB's Commissioner to revoke equipment permits, to order the owners of construction equipment to correct equipment violations, and to order that construction equipment used in violation of the Air or Noise Codes be sealed (Admin. Code § 24-178[b]), ECB enforcement is largely limited to imposing civil penalties. The ECB has no authority to hold owners in contempt for failure to correct violations or otherwise to compel compliance. Because ECB has limited enforcement authority, some owners will take their chances by violating a Building Code requirement, not correct the violation, and simply pay the penalty as a cost of doing business when caught—to do, in other words, what some owners did before the Housing Part filled the void by compelling code compliance.

\*5 In contrast to the ECB, this court may order respondents-owners to correct existing Building Code violations. (*See id.*) A respondent-owner's failure to comply with the court's order, if one is issued, will subject it to civil penalties and civil and criminal contempt. (*See* Judiciary Law §§ 750 [a][3] [criminal contempt], 753[a] [8] [civil contempt]; Civ Ct Act § 110 [c] & Judiciary Law § 757 [authorizing Housing Part judges to punish for contempts].) With the ability to compel compliance, this court can ensure that a respondent-owner corrects an existing Building Code violation.

This court, therefore, has jurisdiction over Building Code enforcement. This court may direct DOB to reinspect the subject premises to enforce the Building Code. (*See* Civ Ct Act § 203[o].) But this court may not order DOB to approve or reinspect an application for a work permit. DOB's authority to reinspect and approve work plans is discretionary; it does not directly impact an occupant's health and safety the same way that violating the Building Code does. Only Supreme Court has the jurisdiction under Article 78 to reverse DOB's determination regarding respondents-owners' work plans. (*See* CPLR 7803[3]

[providing that Supreme Court may decide whether administrative agency's determination resulted from "an error of law or was arbitrary and capricious or an abuse of discretion"].)

The remaining question, then, is whether DOB must remain a party to this proceeding to assist the court to enforce compliance with the Building Code.

#### IV. DOB's Presence in This Proceeding

The Housing Maintenance Code (HMC) makes DHPD a necessary party-respondent to tenant-initiated HP proceedings. (N.Y.C. Admin. Code § 27-2115[h].) Requiring DHPD to appear as a respondent in tenant-initiated HP proceedings like this one allows DHPD to represent the City's interests in cases involving HMC violations. No express provision requires a tenant in a tenant-initiated HP proceeding involving Building Code violations to name DOB as a respondent. But the same considerations that require DHPD's presence as a party make DOB's participation in this proceeding desirable.

Under New York City Civil Court Act § 110(d), a party in an HP proceeding may apply to the court to join, or the court may join on its own, any "city department as a party in order to effectuate proper housing maintenance standards and to promote the public interest." Section 110(d) authorizes joinder "on the most liberal of terms, enhancing the court's potential as a source of novel and wide-ranging solutions to problems of housing maintenance." (Rutzick and Huffman, *supra*, at 765-766.) Thus, this court has the discretion to make DOB a party "to effectuate proper housing maintenance standards and to promote the public interest." (*See e.g. Ryerson Towers v. Jackson*, 173 Misc.2d 914, 916 [Hous Part, Civ Ct, Kings County 1997] [impleading Human Resources Administration, Protective Services for Adults, and Department of Social Services (DSS)]; *Manhattan Plaza, Inc. v. Snyder*, 107 Misc.2d 470, 479 [Hous Part, Civ Ct, N.Y. County 1980] [granting tenant's motion to implead Department of Environmental Protection (DEP)]; *Gold v. Soto*, 78 Misc.2d 390, 394 [Hous Part, Civ Ct, N.Y. County 1974] [granting tenant's motion to implead DSS].) Keeping DOB as a party will help the court effectuate housing standards and promote the public interest in accordance with § 110(d).

\*6 DOB has not made it clear why it wants to be removed from this proceeding. At oral argument,

petitioner stated that the only relief she seeks from DOB is its supervision to enforce its own Code. That proposed relief is entirely laudable and places no onerous burden on DOB. Having DOB as a party to this proceeding will aid the court to enforce the Building Code and promote public safety. As a party to this proceeding, DOB will be available immediately to reinspect the subject premises for continued unsafe conditions that pose a danger to the public. (*See Manhattan Plaza*, 107 Misc.2d at 479 [directing impleaded DEP "to ... forthwith make an inspection of the [subject] apartment"].)

At oral argument, petitioner and respondents-owners disagreed with each other about the method respondents-owners should use to correct the Building Code violations DOB placed against the subject premises. As a party, DOB would be available to answer the court's, DHPD's, petitioner's, and respondents-owners' questions about the proper ways to correct the Building Code violations. This court could then issue an order to correct consistent with DOB's rules and regulations.

As a party in this proceeding, DOB will be available to represent the City's interests in enforcing the Building Code. It is not enough that DHPD will represent the City's interests. DHPD's attorneys, from its Housing Litigation Bureau, do not speak for DOB's interests. In court, only the New York City Corporation Counsel does. Corporation Counsel on DOB's behalf would not have to appear in court in this proceeding if DOB would allow DHPD's attorneys to speak for them. So long, however, as DOB does not empower DHPD's attorneys to speak for DOB, then DOB must appear in court by Corporation Counsel.

Appearing in court will enable DOB to call and cross-examine witnesses to help the court get to the truth about the Building Code violations. Additionally, petitioner, DHPD, and DOB could seek civil penalties and civil and criminal contempt if respondents-owners fail to comply with an order to correct Building Code violations, if one is issued.

#### V. Conclusion

DOB's motion to be released as a party is denied. Because this court has the authority, under Civil Court Act § 110(d), to implead DOB to help effectuate housing standards and protect public safety, petitioner had the right to join DOB in the first place. That portion of DOB's motion to dismiss petitioner's requested relief to order DOB to reinspect respondents-owners work plans is granted. This court cannot compel DOB to exercise its discretionary authority to inspect and approve respondents-owners' work plans. But the court reserves its right to order DOB to reinspect the subject premises, as that is within this court's jurisdiction.

This proceeding is adjourned for trial to May 10, 2005.

This opinion is the court's decision and order.

#### All Citations

7 Misc.3d 1018(A), 801 N.Y.S.2d 242 (Table), 2005 WL 1035584, 2005 N.Y. Slip Op. 50658(U)

# Exhibit K

[!\[\]\(e2376d476d06eb31946dc01a69a4403a\_img.jpg\) CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

## NYC Department of Buildings

## DOB Violation Display for 040618LBLVIO05163

Premises: 386 EAST 139 STREET BRONX

BIN: 2000591 Block: 2301 Lot: 23

Issue Date: 04/06/2018

Violation Category: V - DOB VIOLATION - ACTIVE

Violation Type: LBLVIO - LOW PRESSURE BOILER

Violation Number: 05163

Device No.: 00013664 - 01-RESIDENTIAL

ECB No.:

Infraction Codes:

Description: VIOLATION ISSUED FOR FAILURE TO FILE ANNUAL BOILER 2016 INSPECTION REPORT

Click [here](#) to view the Civil Penalty Chart.

Disposition:

Code:

Date:

Inspector:

Comments:

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

# Exhibit L


[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings  
LAA Application Details

Premises: 386 EAST 139 STREET BRONX

BIN: 2000591 Block: 2301 Lot: 23

LAA #: 220278072

[Documents Collected](#) | [Plumbing Insp](#) | [Payment History](#) | [Virtual Job Folder](#)
[Printable \(PDF\) version of Permit](#)
[DOB NOW: Inspections](#)

### Last Action: APPROVED - 12/12/2016 (E)

Pre-Filed: 11/22/2016

Approved: 12/12/2016 5:01 PM

Expiration: 12/12/2017

Electronically Filed: No

[Work Description](#)

#### Location Information (Filed At)

House No(s): 386

Street Name: EAST 139 STREET

Borough: BRONX

Block: 2301

Lot: 23

BIN: 2000591

CB No: 201

Work on Floor(s): CEL

#### Fee Assessment

Fee Structure: STANDARD

Estimated Cost: Category 2 - Estimated Cost of Unlimited Work \$28,000.00

#### Additional Information

Building Characteristics: Other

Legalization: No

Administrative Notes: 2/6/18 RENEWAL DISAPPROVED: INCORRECT L2 SELECTION; OWNER CITED ON WORK W/OUT PERMIT VIOLATION, CIVIL PENALTY FEE DUE, SEE CHECKLIST

#### Applicant Information

Name: DOV M TRAUM

Business Name: DMT PLUMBING &amp; HEATING CO

Business Phone: 718-805-8550

Business Address: 388 EAST 198TH STREET, BRONX, NY 10458

License Type: MASTER PLUMBER

License Number: 002157

Applicant Insured By: HARLEYSVILLE INS

Insurance Expires: 03/06/2017

#### Work Detail

Plumbing: Category 2 GAS PLUMBING WORK Gas Authorization Required

#### Proposed Work Summary:

EWN#:12367 REPLACEMENT OF (1) GAS BOILER W/ TANKLESS COIL AND (1) GAS BURNER. CONNECT TO EXISTING CHIMNEY THAT IS IN GOOD WORKING CONDITION. GAS AUTHORIZATION NOT REQUIRED.

1117/6TC\_R0129/8AL/JF\*

#### Additional Gas Information

Meters: 1 CELLAR

Risers: 1 CELLAR

Gas Uses: Heat Other: TANKLESS COIL

#### Appliance Data

Total Number	Floor	Item-	Listing Agency	Model	Input
--------------	-------	-------	----------------	-------	-------

of Appliance(s)	Location of Appliance	Manufacturer Name	Name and ID #	Number	(BTUs/hr)
1	CEL	HB SMITH	CSA# 1502-81	19HE-6	938000
1	CEL	POWERFLAME	CSA# 1521-02	JR30A- 10HBS-5	938000

**Asbestos Abatement Compliance**

The scope of work does not require related asbestos abatement as defined in the regulations of the NYC DEP.

ACP5 DEP Control # 2273045 CAI # 117707

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

386 E. 139<sup>TH</sup> STREET TENANTS' ASSOCIATION, JUAN CANO in his capacity as President of the 386 E. 139<sup>th</sup> Street Tenants' Association, WALTER UZHCA, FRANCISCO RUIZ, ROY CANO, BLONNIE RODGERS, LILLIAN MORADA, JULIANA MARTINEZ, SHAQUN CLARK, LLEIMY GARCIA,  
*Tenant-Petitioners,*

-against-

SAUL PILLAR, SAM ROSEN, PYRAMID, WILLIS APARTMENTS LLC,  
*Owner-Respondents,*

-and-

NYC DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT, NYC DEPARTMENT OF BUILDINGS, NYC DEPARTMENT OF HEALTH AND MENTAL HYGIENE, NYC FIRE DEPARTMENT,  
*Co-Respondents.*

**ORDER TO SHOW CAUSE**

Signature (Rule 130-1.1-a)

CATHERINE BARREDA

**COMMUNITY DEVELOPMENT PROJECT**

123 WILLIAM STREET, 16<sup>TH</sup> FLOOR

NEW YORK, NY 10038

Tel: (646) 923-8319

*Attorneys for Tenant-Petitioners*

To: Saul Pillar 1425 38 <sup>th</sup> Street Brooklyn, NY 11218	Sam Rosen 1425 38 <sup>th</sup> Street Brooklyn, NY 11218	Pyramid 1425 38 <sup>th</sup> Street Brooklyn, NY 11218	Willis Apts, LLC 1425 38 <sup>th</sup> Street Brooklyn, NY 11218
NYC HPD Housing Litigation Bureau 100 Gold Street New York, NY 10038	NYC DOB Attn: Mona Seghal 280 Broadway, 5 <sup>th</sup> Fl. New York, NY 10007	NYC DOHMH Attn: Thomas Merrill Gotham Center 42-09 28 <sup>th</sup> St., 14 <sup>th</sup> Fl., CN 30 Long Island City, NY 11101	
NYFD Bureau of Legal Affairs 9 Metro Tech Center, 4 <sup>th</sup> Fl. Brooklyn, NY 11201			

Service of a copy of the within is hereby admitted.

Dated:

.....  
Attorney(s) for

# EXHIBIT B

# CIVIL COURT OF THE CITY OF NEW YORK

County of Bronx

Date August 13, 2018

Part H

Index No. L&T: 40870 / 18

Page 1 of 2

Hon. Bryan

386 E. 139th Street Tenants' Association et al

Petitioner(s),  
against

Saul Pillar et al.

Respondent(s)

Premises: 386 E. 139th St. Bronx, NY 10454

#25  
all parties  
represented  
by counsel

## STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner Community Development Project for Petitioners

✓

Respondent 1 Law Office Brian Stark for Sam Rosen #1113 Apt 5 LLC

✓

Respondent 2 HPD, DOB, DOHMH, NY FD

✓

Respondent 3 ~~Saul Pillar~~

✓

1) ~~OSC~~ is Ad Jouned on consent to 9/10/18, 2018 at 9:30 am. for all purposes.

~~2) The August 13, 2018 ORDER of Hon. Bryan remains in full force and effect through and including the above-stated Ad Jounment date, and accordingly~~

2) Owner-Respondents shall refrain from violating NYC Admin. Code § 27-2005(d) through and including the Ad Jounment date.

3) Owner-Respondents shall immediately restore all <sup>alleged</sup> ~~present~~ services including hot and cold water (with adequate pressure) within 24 hours <sup>required by law</sup> & repair of front entrance door that is currently broken/defective.

4) Owner-Respondents shall <sup>schedule</sup> ~~provide~~ all individual Apartment Access dates by email correspondence <sup>through</sup> ~~to~~ Petitioners' Attorneys by sending the Proposed Access Dates for Petitioners' Apartments to both RJASWA@urbanjustice.org and CBARREDA@urbanjustice.org for confirmation.

5) Owner-Respondents shall fully comply with all notice requirements for accessing Petitioners' Apartments for inspections or repairs pursuant to the Housing Maintenance Code and its implementing rules and regulations, provided however that such notice requirements may be satisfied by sending legally required notices to Petitioners' Attorneys by email correspondence.

6) ON or Before August 27, 2018 Owner-Respondents shall <sup>send</sup> ~~provide~~ to Petitioners' Attorneys by regular mail or email correspondence copies of Petitioners' current and prior rent-stabilized leases, ~~and~~ <sup>and</sup> up-to-date rent breakdowns ~~and~~ <sup>and</sup> showing the last zero account balance for the following Apartments: B, 2A, 2C, 3A, 3B, 3C, 3D, 4D, and 5D.

# CIVIL COURT OF THE CITY OF NEW YORK

County of Bronx

Date 8/13/18

Part H

Index No. L&T: 40870/18

Page 2 of 2

Hon. Bryan

386 E. 139<sup>th</sup> Street.  
Tenand Association et al.  
Petitioner(s),

against

Saul Piller et al.

Respondent(s)

#25  
all parties  
represented  
by counsel

## STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Premises: 386 E. 139<sup>th</sup> St. Bronx NY 10454

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner Community Development Project for Petitioners

✓

Respondent 1 Law Office Brian Stark for Resp.-owners

✓

Respondent 2 HPD, DOB, DOHMH & NYFD

✓

Respondent 3

~~7) City Co-Respondents NYC DOB, NYC DOHMH, and ~~NYC~~ NYC Fire Department shall make reasonable efforts to schedule and coordinate inspections of the Alleged conditions in the Petition, within their respective jurisdictions, on or before 2018.~~

~~8) ALL Respondents shall ~~serve~~ <sup>Any</sup> answers and cross-claims, if any, on or before September 5, 2018.~~

~~9) All Parties shall serve ~~any~~ <sup>ALL</sup> moving papers, if any, on or before September 21, 2018, and opposition ~~to~~ <sup>to</sup> papers to any and all timely served motions shall be served on or before October 2, 2018.~~

~~10) Parties consent to accepting service of any reply papers in court on the return date.~~

~~11) All Parties consent to service ~~by~~ <sup>by</sup> email ~~with~~ <sup>with</sup> courtesy copies to be sent by regular mail.~~

~~12) All Parties consent to Jurisdiction.~~

~~13) Counsel for Petitioners to email courtesy copy of OSC & petition & exhibits to <sup>counsel for</sup> ~~resp.-owners.~~~~

x CPD  
Attorneys for Petitioners

Attorneys for Respondent Sam Rosen & Willis Arts LLC & Saul Piller

Email: rjaswa@urbanjustice.org  
CBarreda@urbanjustice.org

Email: gareth@starklawpllc.com

x ~~Signature~~  
Attorneys for HPD

Attorneys for DOB/DOHMH/HPD

Email: synestse@hpd.nyc.gov

Email:



CIVIL COURT OF THE CITY OF NEW YORK  
County Of Bronx

Index No.: LT/HP

40870/2018

Housing Part H

386 E. 139th St. Tenants Assoc.  
Petitioner(s),  
against  
Saul Pillar et al.  
Respondent(s).

JUDICIAL REQUEST / ORDER

for

HOUSING INSPECTION

THE PEOPLE OF THE STATE OF NEW YORK  
TO THE DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT OF THE CITY OF NEW YORK:

In connection with the existing case in the Civil Court of the City of New York referred to above, the tenant of the apartment referred to below alleges violation(s) exist and has requested that an inspection of the property be made.

Tenant's Name: Juan Cano - Tenant Assoc. President

Is there a child under the age of 7 residing in this apartment?

Tenant's Address: 386 E. 139th St.  
Bronx NY 10454

Yes ☐ No ☒ If yes, please provide the name and age/date of birth for each child.

Apt. No. 3B Floor: 3rd Floor

Name  
Soy - daughter  
Donovan - son

Age/Date of Birth

12 years old  
8 years old

Tenant's Phone #'s: Home: (347) 267-2977

Work: ( ) \_\_\_\_\_

You may gain access by contacting: Juan Cano - Tenant Assoc. President

Inspection Date: <u>8/27/2018</u>		Time: <input checked="" type="checkbox"/> 10 AM - 2 PM <input type="checkbox"/> 2 PM - 6 PM <input type="checkbox"/> 5 PM - 9 PM <input type="checkbox"/> Weekend 10 AM - 3 PM <input type="checkbox"/> Staten Island 10 AM - 2 PM	Case Adjourned to: <u>9/10/18</u>	DIVISION OF CODE ENFORCEMENT Inspector's No.: _____
Apt. No. (OR PUBLIC AREA)	Which room?	Condition(s) - Be Specific		Date: _____
public area	all floors	1 staircase uneven, missing rubber edging. defective stairs, cracked stairs.		Signature REPORT
public area - all apts		2 hot water insufficient		
public area - all apts		3 cold water insufficient		
public area - all apts		4 insufficient water pressure		
public area - all		5 severe rat infestation		
public area - all		6 severe mice infestation		
public area - all		7 severe roach infestation		
		9		
		10		

YOU ARE HEREBY REQUESTED / DIRECTED to inspect said premises and to report the findings of this inspection to this Court.

Date

Housing Judge/Judge of the Civil Court

# EXHIBIT C

**From:** Rajiv Jaswa  
**Sent:** Monday, August 20, 2018 9:23 PM  
**To:** brianstark@starklawpllc.com; Garrett Metcalf  
**Cc:** Catherine Barreda; Sylvester, Symone (HPD)  
**Subject:** RE: 386 E. 139th St., Index No. 40870/18 BX  
**Attachments:** 8-20-18 -- Letter to Owner-respondents re unsafe work practices at 386 E 139th St (Index No 40870-18 BX).pdf

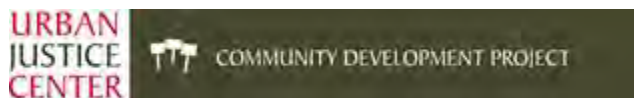
Good afternoon Brian & Garrett,

My colleague Catherine, who is out of the office until September 4<sup>th</sup>, forwarded me the emails below regarding the issues in Apt. 3B.

Please see the attached PDF for a letter responding to these emails and explaining our concerns about your clients' apparent failure to comply with the stipulation entered in the above-captioned HP proceeding. I am sending your office a hard copy of the same via certified mail.

Best,

RAJIV JASWA  
Staff Attorney  
Urban Justice Center  
Community Development Project  
123 William Street, 16<sup>th</sup> Floor, New York, NY 10038  
Tel | 646.459.3026  
Fax | 212.533.4598  
<http://cdp.urbanjustice.org/>



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---

**From:** Catherine Barreda  
**Sent:** Monday, August 20, 2018 3:51 PM  
**To:** Rajiv Jaswa <RJaswa@urbanjustice.org>  
**Subject:** Fwd: 386 E. 139th St., Index No. 40870/18 BX

Catherine Barreda  
Staff Attorney, Tenants' Rights  
Community Development Project

Please excuse typos and/or brevity, this message was sent by iPhone.

Begin forwarded message:

**From:** Brian Stark <[brianstark@starklawpllc.com](mailto:brianstark@starklawpllc.com)>  
**Date:** August 20, 2018 at 2:48:25 PM EDT  
**To:** "[cbarreda@urbanjustice.org](mailto:cbarreda@urbanjustice.org)" <[cbarreda@urbanjustice.org](mailto:cbarreda@urbanjustice.org)>  
**Subject:** Fwd: 386 E. 139th St., Index No. 40870/18 BX

Get [Outlook for iOS](#)

---

**From:** Sam <[sam@pyramidprop.com](mailto:sam@pyramidprop.com)>  
**Sent:** Monday, August 20, 2018 12:58 PM  
**To:** Arthur Goldshteyn  
**Cc:** [management@pyramidprop.com](mailto:management@pyramidprop.com); Brian Stark  
**Subject:** Re: 386 E. 139th St., Index No. 40870/18 BX

Also workers should up today and tenant refused to open door for access

On Aug 20, 2018, at 12:46 PM, Arthur Goldshteyn <[arthur@starklawpllc.com](mailto:arthur@starklawpllc.com)> wrote:

Brian the HPD attorne is Catherine. Her email is [cbarreda@urbanjustice.org](mailto:cbarreda@urbanjustice.org)

Sam wants you to reach out to attorney

Sam is on this email

**Arthur Goldshteyn, M.S.**

**Manager**

**Stark Law PLLC**

**1325 Castle Hill Avenue**

**Bronx, NY 10462**

**P: 718-792-1200**

**F: 718-792-4594**

**Visit Our New Website By Clicking The Link Below**

**<https://www.starklawpllc.com>**

---

**From:** Sam <[sam@pyramidprop.com](mailto:sam@pyramidprop.com)>  
**Sent:** Friday, August 17, 2018 2:30:41 PM  
**To:** Arthur Goldshteyn; [vadgoldesq@gmail.com](mailto:vadgoldesq@gmail.com); Brian Stark Law  
office; [management@pyramidprop.com](mailto:management@pyramidprop.com)  
**Subject:** Re: 386 E. 139th St., Index No. 40870/18 BX

Brian

I want to notify you if you, That we had arranged access to work in apartment 3B this week and next week and while we were working in said apartment The tenant advised my workers to please leave and not to do any repairs in the apartment because they were making dust.



Please note that we are always ready and willing to do repairs however if a tenant will refuse access there is nothing we can do.  
If you can please reach out to the attorney and notify them that the tenant will not let us work in the apartment.

Sam

On Aug 15, 2018, at 10:56 AM, Management Office  
<[management@pyramidprop.com](mailto:management@pyramidprop.com)> wrote:

Good morning,  
Please let them know that we are working on it today.

Regards,

*Leah*

---

**From:** Arthur Goldshteyn [<mailto:arthur@starklawpllc.com>]  
**Sent:** Wednesday, August 15, 2018 10:22 AM  
**To:** Sam Rosener; [management@pyramidprop.com](mailto:management@pyramidprop.com)  
**Subject:** Fw: 386 E. 139th St., Index No. 40870/18 BX  
**Importance:** High

Sam,

See email below from DHPD attorney

**Arthur Goldshteyn, M.S.**  
**Manager**  
**Stark Law PLLC**  
**1325 Castle Hill Avenue**  
**Bronx, NY 10462**  
**P: 718-792-1200**  
**F: 718-792-4594**  
**Visit Our New Website By Clicking The Link Below**  
**<https://www.starklawpllc.com>**

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**From:** Garrett Metcalf  
**Sent:** Wednesday, August 15, 2018 9:31 AM  
**To:** Brian Stark; Arthur Goldshteyn; nirmala gokhul  
**Subject:** Fw: 386 E. 139th St., Index No. 40870/18 BX

**Garrett Metcalf, Esq.**

**Associate Attorney  
Stark Law PLLC  
1325 Castle Hill Avenue  
Bronx, NY 10462  
P: 718-792-1200  
F: 718-792-4594**

---

**From:** Catherine Barreda <[cbarreda@urbanjustice.org](mailto:cbarreda@urbanjustice.org)>  
**Sent:** Monday, August 13, 2018 9:39 PM  
**To:** Garrett Metcalf  
**Cc:** [sylvests@hpd.nyc.gov](mailto:sylvests@hpd.nyc.gov); Rajiv Jaswa  
**Subject:** 386 E. 139th St., Index No. 40870/18 BX

Good evening,

Please find a scanned copy of the OSC and petition for 386 E. 139<sup>th</sup> Street, Bronx, NY 10454, Index No. 40870/2018, as required by paragraph 10 of this afternoon's so ordered stipulation.

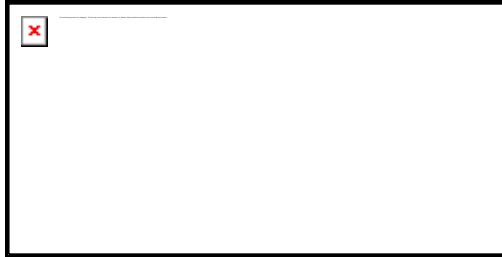
As you all may be aware, while we were in court this afternoon the Tenant Association President, Juan Cano, Apt. 3B, had both Sam Rosen and Dmitri, the superintendent, present in his home to make alleged repairs. As you may also recall, I was sent footage of the alleged repairs performed as they occurred in real time while we were conferencing the instant proceeding. Owner-Respondent told Mr. Cano that they planned to repair his kitchen floor following DHCR's inspection that found his floor to be uneven and in need of leveling. Please note that this evening, Mr. Cano sent more live footage from his home where an extensive and severe leak exists in his kitchen, where the alleged repairs to the floor were made. This leak is the same leak that existed not long ago that Owner-Respondents claimed they had repaired. **Please advise on how your client would like to proceed in consideration of paragraphs 4 and 5 of today's so ordered stipulation.**

Thanks in advance and we look forward to hearing from you.

**Catherine Barreda**  
Pronouns: She/Her  
Staff Attorney  
Community Development Project  
Urban Justice Center  
123 William Street, 16th Floor

New York, NY 10038  
Phone: (646) 923-8319  
Fax: (212) 533-4598  
[cdp.urbanjustice.org](http://cdp.urbanjustice.org)

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## Urban Justice Center - CDP

[cdp.urbanjustice.org](http://cdp.urbanjustice.org)

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URBAN JUSTICE CENTER  
COMMUNITY DEVELOPMENT  
PROJECT

Date: August 20, 2018

123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038

---

**Via Email Correspondence**

To: Brian Stark, Esq.  
Garrett Metcalf, Esq.  
Stark Law PLLC  
*Attorneys for Owner-Respondents*

Re: **Compliance with Stipulation entered in 386 E.  
139th Street Tenants' Association et al. v. Saul  
Pillar et al. (Index No. L&T 40870-18/BX)**

Counsel:

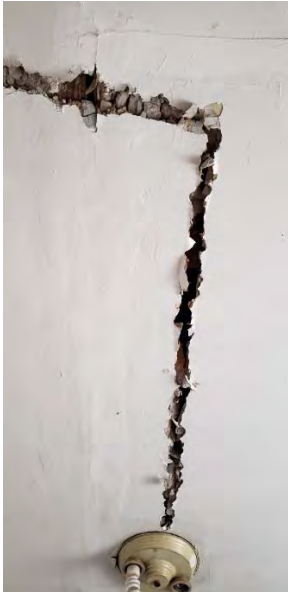
I write in regards to the August 13, 2018 stipulation entered in the above-captioned HP proceeding that adjourned the Order to Show Cause to September 10, 2018 for all purposes.

Paragraph 2 of the subject stipulation mandates that Owner-respondents shall refrain from violating NYC Admin. Code § 27-2005(d) through and including the adjournment date. Paragraph 4 mandates that Owner-respondents shall schedule all individual apartment access dates by email correspondence to Petitioners' attorneys, while Paragraph 5 requires Owner-respondents to fully comply with all notice requirements for accessing Petitioners' apartments for inspections or repairs pursuant to the Housing Maintenance Code and its implementing rules and regulations.

We have reason to believe that your client(s) are not in compliance with Paragraphs 4 and 5 of the stipulation, and also may be in breach of Paragraph 2.

To date, my office has not received any requests to schedule individual apartment access dates as was required under Paragraph 4 of the stipulation. Instead, you recently forwarded our office copies of email correspondence that you apparently received from your clients, Sam Rosen and Pyramid Properties, alleging that the tenant in Apartment # 3B “refused to open [the] door for access.” Such allegations lack any merit when your client(s) never even attempted to schedule access dates for Apartment # 3B in the manner required by Paragraph 4 of the stipulation.

Moreover, we have reason to believe that your client(s) and/or their agents may have been engaged in acts or omissions in violation of § 27-2005(d) of the Housing Maintenance Code, incorporated by reference in Paragraph 2 of the stipulation. It is our understanding that throughout the week of August 13th to August 17th, 2018, our client Juan Cano, tenant of record in Apartment # 3B, voluntarily provided access to your client(s) and their workers/agents to make repairs in his apartment. Upon information and belief, the workers began performing electrical work in the subject apartment despite the fact that such workers did not have any permits or licenses as required by law. Upon information and belief, on August 14, 2018, a DOB inspector and/or Marshal appeared at the subject apartment, observed unlicensed/unpermitted electrical repairs being performed, and instructed the workers that they were not allowed to perform such work without proper licenses and/or permits. As a result, the workers simply abandoned such repairs after having ripped electrical wiring and/or fixtures out of the walls and ceiling, as depicted in the photographs below, taken on August 17, 2018:



Upon information and belief, on or around August 17, 2018, workers also began saw-cutting sheetrock in the living room of Apartment # 3B in a manner that generated massive amounts of sheetrock dust, which quickly dispersed throughout the apartment. Our client, Mr. Juan Cano, apparently attempted to discuss his safety concerns with the workers—in particular, how inhaled sheetrock dust may adversely affect his children and family—but the workers refused to listen or make any efforts to ensure their work practices were adequately protective of Mr. Cano’s children and family. Below are pictures of the above-described conditions, each taken, upon information and belief, on August 17, 2018:



Mr. Cano is willing to resume providing access to his apartment so that the work that was begun in his apartment last week can be properly completed. However, such work must be performed by licensed workers and with proper DOB permits, as required by law. Moreover, such work must be performed in a manner that does not render Mr. Cano's apartment wholly unsafe and largely uninhabitable, as it has been over the past seven days. Please contact our office by

email correspondence if your client wishes to schedule such additional access dates to Apartment # 3B utilizing the protocol mandated by Paragraph 4 of the stipulation.

To the extent we receive any further information indicating that your client(s) are engaging in acts or omissions that amount to harassment of the Petitioners, we are prepared to restore the underlying HP proceeding to the calendar immediately and seek any and all appropriate relief.

We appreciate your attention to this matter, and look forward to your future compliance with all terms and conditions in the August 20, 2018 stipulation entered under Index No. 40870-18/BX.

Sincerely,

/X/

RAJIV JASWA

Staff Attorney

Ph: (646) 459-3026

Email: RJaswa@urbanjustice.org

cc: NYC Dep't of Housing Preservation and Development  
Attorneys for Co-Respondents  
Symone Sylvester, Esq.  
SylvestS@hpd.nyc.gov



# EXHIBIT D

**CIVIL COURT OF THE CITY OF NEW YORK**

County of Bronx

Date 9/10/18

Part HP

Index No. L&T: 40870

Page 1 of 1

Hon. Bryan (Garkind)

386 E. 139<sup>th</sup> Street  
Tenant Association  
against  
Saul Pillar et al.

Petitioner(s),

Respondent(s)

#12

**STIPULATION OF SETTLEMENT**

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner Juan Cano & counsel

Respondent 1 by counsel - Saul Pillar et al.

Respondent 2 by counsel - HPD

Respondent 3

- 1) Case adjourned to Monday, Sept. 17, 2018 at 9:30am at Owner-Respondents' request to submit its late answer.
- 2) Owner-Respondents to submit their answer to Petitioners' counsel by email on or before Friday, Sept. 14, 2018 at 5pm.
- 3) Owner-Respondents to comply with #16 on stipulation dated 8/13/18 by providing required docs in court on Sept. 17, 2018.
- 4) All other terms in stipulation dated 8/13/18 not superseded remain in full force & effect.

[Signature]  
 Attorneys for Owner-Resp.

[Signature]  
 Attorneys for Petitioner

[Signature]  
 Attorney for HPD

CIVIL COURT OF THE CITY OF NEW YORK

County of Bronx

Date 9/10/18

Part HP

Index No. L&T: 40870  
Page 1 of 1  
Hon. Bryan (Garkind)

386 E. 139<sup>th</sup> Street  
Tenant Association  
against  
Saul Pillar et al.

Petitioner(s),

Respondent(s)

#12

STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner Juan Cano & counsel

Respondent 1 by counsel - Saul Pillar et al.

Respondent 2 by counsel - HPD

Respondent 3

- 1) Case adjourned to Monday, Sept. 17, 2018 at 9:30am at Owner-Respondents' request to submit its late answer.
- 2) Owner-Respondents to submit their answer to Petitioners' counsel by email on or before Friday, Sept. 14, 2018 at 5pm.
- 3) Owner-Respondents to comply with #16 on stipulation dated 8/13/18 by providing required docs in court on Sept. 17, 2018.
- 4) All other terms in stipulation dated 8/13/18 not superseded remain in full force & effect.

[Signature]  
Attorneys for Owner-Resp.

[Signature]  
Attorneys for Petitioner

[Signature]  
Attorney for HPD

# EXHIBIT E



CIVIL COURT OF THE CITY OF NEW YORK

County of Bronx

Date \_\_\_\_\_

Part 14

Index No. L&T: 410870/18

Page 1 of 1

Hon. \_\_\_\_\_

386 E 139 STREET TENANTS  
Petitioner(s),

against

Assoc

W/111 Apt  
Respondent(s)

STIPULATION OF SETTLEMENT

~~The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.~~

Answer

Party (please print)

Added/Amended  
or Deleted

Appearance

No Appearance

No Answer

Petitioner \_\_\_\_\_

Respondent 1 \_\_\_\_\_

Respondent 2 \_\_\_\_\_

Respondent 3 \_\_\_\_\_

General Denial

Amended Answer by 10/15/18

Brian Stiller

Attorney for Law

# EXHIBIT F

HPD Building, Registration &amp; Violation

Services

--- Select --- ▼

[Home](#)**The selected address: 249 WILLIS AVENUE, Bronx 10454**

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
125019	Active	249-249	02301	0023	1	3900	5	18	0	PVT	210328	A

**Other Units****Property  
Owner  
Registration  
Information****Charges****Complaint  
Status****Complaint  
History****Litigation/Case  
Status****Tenant  
Harassment  
Report****All Open  
Violations****prior year  
Open Viol.'s****certification****Overdue Lead  
Paint Viol.  
Correction****Vacate Orders****I-Card  
Images****PROS Online****Map****Building Registration Summary Report**

Find Apartment#

Clear

Search

Owner	Last Reg Dt Reg Expire Dt	Organization	Last Nm	First Nm	House No	Street Nm	Apt City	State Zip
Head Officer	09/11/2018 09/01/2019		PILLER	SOL	1425	38TH STREET	BROOKLYN NY	11218
Corporation	09/11/2018 09/01/2019	WILLIS APARTMENTS, LLC			1425	38TH STREET	Brooklyn NY	11218
Managing Agent	09/11/2018 09/01/2019	WILLIS APARTMENTS LLC	ROSEN	SAM	1425	38TH STREET	BROOKLYN NY	11218

**Open Violations - ALL DATES****There are 18 Violations. Arranged by category: A class: 1 B class: 11 C class: 6 I class: 0****For Definitions of the columns indicated below, select glossary under the Services option (located at the upper right).****To sort the columns, click on their underlined headers below in the blue area.**

<u>Apt Story</u>	<u>Reported Date, nov ISSUED Date</u>	<u>Hzrd Class</u>	<u>Order no</u>	<u>Violation ID, NOV ID, NOV Type</u>	<u>Violation Description</u>	<u>Status Status Date</u>	<u>Certify By Date Actual Cert. Date</u>
3B 3	2018/10/01 2018/10/04	B	702	12616968 6210527 Original	§ 27-2045 adm code repair or replace the smoke detector (defective) located at apt 3b, 3rd story, 1st apartment from south at west	CIV14 MAILED 2018/10/09	2018/11/22 2018/10/08
3B 3	2018/10/01 2018/10/04	B	1503	12616969 6210527 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). (defective) located at apt 3b, 3rd story, 1st apartment from south at west	CIV14 MAILED 2018/10/09	2018/11/22 2018/10/08
3A 3	2018/09/28 2018/10/03	C	576 *	12611097 6209237 Original	§ 27-2024 adm code provide adequate supply of cold water for the fixtures at wash basin in the bathroom located at apt 3a, 3rd story, 1st apartment from west at north	CIV14 MAILED 2018/10/09	2018/10/16 2018/10/08
3A 3	2018/09/28 2018/10/03	C	577 *	12611102 6209237 Original	§ 27-2024 adm code provide adequate supply of hot water for the fixtures at wash basin in the bathroom located at apt 3a, 3rd story, 1st apartment from west at north	CIV14 MAILED 2018/10/09	2018/10/16 2018/10/08
3A 3	2018/09/28 2018/10/03	B	501	12611242 6209236 Original	§ 27-2005 adm code properly repair the broken or defective window frame in the bathroom located at apt 3a, 3rd story, 1st apartment from west at north	CIV14 MAILED 2018/10/17	2018/11/21 2018/10/16
3A 3	2018/09/28 2018/10/03	B	508	12611305 6209236 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at west wall in the bathroom located at apt 3a, 3rd story, 1st apartment from west at north	CIV14 MAILED 2018/10/17	2018/11/21 2018/10/16
3A 3	2018/09/28 2018/10/02	C	510	12611377 6208249 Original	§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of hot water exceeding 130 degrees at kitchen sink thermometer # 3458 in the kitchen located at apt 3a, 3rd story, 1st apartment from west at north	CIV14 MAILED 2018/10/09	2018/10/15 2018/10/08
3A 3	2018/09/28 2018/10/02	B	508	12611453 6208248 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the kitchen located at apt 3a, 3rd story, 1st apartment from west at north	CIV14 MAILED 2018/10/17	2018/11/20 2018/10/16
3A 3	2018/09/28 2018/10/02	B	530	12611473 6208248	§ 27-2005, 2007 adm code arrange and make self-closing the doors ... in the entrance located at apt 3a,	CIV14 MAILED	2018/11/20 2018/10/16

			Original	3rd story, 1st apartment from west at north	2018/10/17
5D 5	2016/10/11 B 2016/10/19	530	11429732 5539565 Original	§ 27-2005, 2007 adm code arrange and make self-closing the doors to apartment in the entrance located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2016/12/07 2017/08/11
5D 5	2016/10/11 B 2016/10/17	508	11429863 5537014 Original	§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall in the bathroom located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2016/12/05 2017/08/11
5D 5	2016/10/11 B 2016/10/17	550	11429883 5537014 Original	§ 27-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... the west wall in the bathroom located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2016/12/05 2017/08/11
5D 5	2016/10/11 B 2016/10/17	702	11429945 5537014 Original	§ 27-2045 adm code repair or replace the smoke detector inoperative in the entire apartment located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2016/12/05 2017/08/11
5D 5	2016/10/11 B 2016/10/17	1503	11429961 5537014 Original	§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). inoperative in the entire apartment located at apt 5d, 5th story, 1st apartment from east at south	1 NO ACCESS 2016/12/05 2017/08/11
3B 3	2015/07/07 A 2015/07/09	556	10775135 5155404 Original	§ 27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the bathroom , the 3rd room from east located at apt 3b, 3rd story, 1st apartment from west at north	1 NO ACCESS 2015/10/26 2017/08/11
4C 4	2010/01/25 C 2010/02/02	616	8262011 3860382 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st window frame from west at north wall in the 2nd room from east located at apt 4c, 4th story, 2nd apartment from west at north	1 NO ACCESS 2010/03/05 2017/08/11
2D 2	2009/06/18 C 2009/07/02	616	7944335 3672220 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling, north wall, 1st window frame from east at south wall in the kitchen located at apt 2d, 2nd story, 1st apartment from north at east	DEFECT LETTER 2009/08/02 2010/01/26
2D 2	2005/06/24 C 2005/06/29	617	5576275 2441920 Original	§ 27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) baseboard at south wall, 3rd door frame from east at south wall in the foyer located at apt 2d, 2nd story, 1st apartment from north at east	DEFECT LETTER 2005/07/30 2010/01/26


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# EXHIBIT G

**From:** Rajiv Jaswa  
**Sent:** Thursday, October 11, 2018 12:07 AM  
**To:** Brian Stark; Garrett Metcalf  
**Cc:** Catherine Barreda  
**Subject:** Re: 386 E. 139th St., Index No. 40870/18 BX  
**Attachments:** joint stip of facts -386 e. 139th st (10-10-18 RJ).docx

Counsel:

As per Judge Bryan's Part Rules, we are sending you a proposed joint stipulation of facts, as attached. Let us know if you would like to discuss the proposed joint stipulation prior to Monday's pre-trial conference date, or if you have a counterproposal for us to review.

Best,  
Rajiv Jaswa

---

**From:** Catherine Barreda  
**Sent:** Tuesday, October 9, 2018 1:26 PM  
**To:** Brian Stark  
**Cc:** Rajiv Jaswa  
**Subject:** RE: 386 E. 139th St., Index No. 40870/18 BX

Brian,

As per my recent telephone call with Vadim, I want to reiterate that Sam Rosen and/or his agents approaching our 94-year-old client, Lillian Morada (Apt. 3A), on a holiday to scold her for calling 3-1-1 about a leak they knew/should have known about is unacceptable and we believe it to be further evidence of harassment that the Tenant Association described in their petition.

During his unannounced visit, Sam took notes and told Ms. Morada that his workers would return today/tomorrow to perform work. We ask that in advance of the return to Ms. Morada's apartment, your office provide the names of the workers, the time they will arrive, describe work to be performed, and provide the license number for anyone qualified to perform the work necessary – specifically for treatment of the mold in the bathroom.

I also provided Vadim with my cell phone number in light of our previous stipulation, dated August 13, 2018, which requires your client provide notice to our office when requesting access from the tenants so that we may confirm their availability. **I am offering my cell with the understanding that it will be used in lieu of email only where emergency conditions exist and immediate entrance to an apartment becomes necessary.**

We look forward to hearing from you.  
Catherine

---

**From:** Brian Stark [mailto:brianstark@starklawpllc.com]  
**Sent:** Monday, August 20, 2018 2:48 PM

**To:** Catherine Barreda <cbarreda@urbanjustice.org>  
**Subject:** Fwd: 386 E. 139th St., Index No. 40870/18 BX

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---

**From:** Sam <[sam@pyramidprop.com](mailto:sam@pyramidprop.com)>  
**Sent:** Monday, August 20, 2018 12:58 PM  
**To:** Arthur Goldshteyn  
**Cc:** [management@pyramidprop.com](mailto:management@pyramidprop.com); Brian Stark  
**Subject:** Re: 386 E. 139th St., Index No. 40870/18 BX

Also workers should up today and tenant refused to open door for access

On Aug 20, 2018, at 12:46 PM, Arthur Goldshteyn <[arthur@starklawpllc.com](mailto:arthur@starklawpllc.com)> wrote:

Brian the HPD attorne is Catherine. Her email is [cbarreda@urbanjustice.org](mailto:cbarreda@urbanjustice.org)

Sam wants you to reach out to attorney

Sam is on this email

**Arthur Goldshteyn, M.S.**

**Manager**

**Stark Law PLLC**

**1325 Castle Hill Avenue**

**Bronx, NY 10462**

**P: 718-792-1200**

**F: 718-792-4594**

**Visit Our New Website By Clicking The Link Below**

**<https://www.starklawpllc.com>**

---

**From:** Sam <[sam@pyramidprop.com](mailto:sam@pyramidprop.com)>

**Sent:** Friday, August 17, 2018 2:30:41 PM

**To:** Arthur Goldshteyn; [vadgoldesq@gmail.com](mailto:vadgoldesq@gmail.com); Brian Stark Law office; [management@pyramidprop.com](mailto:management@pyramidprop.com)

**Subject:** Re: 386 E. 139th St., Index No. 40870/18 BX

Brian

I want to notify you if you, That we had arranged access to work in apartment 3B this week and next week and while we were working in said apartment The tenant advised my workers to please leave and not to do any repairs in the apartment because they were making dust.

Please note that we are always ready and willing to do repairs however if a tenant will refuse access there is nothing we can do.

If you can please reach out to the attorney and notify them that the tenant will not let us work in the apartment.

Sam

On Aug 15, 2018, at 10:56 AM, Management Office

<[management@pyramidprop.com](mailto:management@pyramidprop.com)> wrote:

Good morning,

Please let them know that we are working on it today.

Regards,

*Leah*

---

**From:** Arthur Goldshteyn [<mailto:arthur@starklawpllc.com>]  
**Sent:** Wednesday, August 15, 2018 10:22 AM  
**To:** Sam Rosener; [management@pyramidprop.com](mailto:management@pyramidprop.com)  
**Subject:** Fw: 386 E. 139th St., Index No. 40870/18 BX  
**Importance:** High

Sam,

See email below from DHPD attorney

**Arthur Goldshteyn, M.S.**

**Manager**

**Stark Law PLLC**

**1325 Castle Hill Avenue**

**Bronx, NY 10462**

**P: 718-792-1200**

**F: 718-792-4594**

**Visit Our New Website By Clicking The Link Below**

**<https://www.starklawpllc.com>**

---

**From:** Garrett Metcalf  
**Sent:** Wednesday, August 15, 2018 9:31 AM  
**To:** Brian Stark; Arthur Goldshteyn; nirmala gokhul  
**Subject:** Fw: 386 E. 139th St., Index No. 40870/18 BX

**Garrett Metcalf, Esq.**

**Associate Attorney**  
**Stark Law PLLC**  
**1325 Castle Hill Avenue**  
**Bronx, NY 10462**  
**P: 718-792-1200**  
**F: 718-792-4594**

---

**From:** Catherine Barreda <[cbarreda@urbanjustice.org](mailto:cbarreda@urbanjustice.org)>

**Sent:** Monday, August 13, 2018 9:39 PM

**To:** Garrett Metcalf

**Cc:** [sylvests@hpd.nyc.gov](mailto:sylvests@hpd.nyc.gov); Rajiv Jaswa

**Subject:** 386 E. 139th St., Index No. 40870/18 BX

Good evening,

Please find a scanned copy of the OSC and petition for 386 E. 139<sup>th</sup> Street, Bronx, NY 10454, Index No. 40870/2018, as required by paragraph 10 of this afternoon's so ordered stipulation.

As you all may be aware, while we were in court this afternoon the Tenant Association President, Juan Cano, Apt. 3B, had both Sam Rosen and Dmitri, the superintendent, present in his home to make alleged repairs. As you may also recall, I was sent footage of the alleged repairs performed as they occurred in real time while we were conferencing the instant proceeding. Owner-Respondent told Mr. Cano that they planned to repair his kitchen floor following DHCR's inspection that found his floor to be uneven and in need of leveling. Please note that this evening, Mr. Cano sent more live footage from his

home where an extensive and severe leak exists in his kitchen, where the alleged repairs to the floor were made. This leak is the same leak that existed not long ago that Owner-Respondents claimed they had repaired. **Please advise on how your client would like to proceed in consideration of paragraphs 4 and 5 of today's so ordered stipulation.**

Thanks in advance and we look forward to hearing from you.

**Catherine Barreda**

Pronouns: She/Her

Staff Attorney

Community Development Project

Urban Justice Center

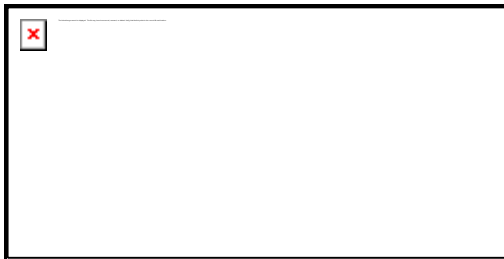
123 William Street, 16th Floor

New York, NY 10038

Phone: (646) 923-8319

Fax: (212) 533-4598

[cdp.urbanjustice.org](http://cdp.urbanjustice.org)



Urban Justice Center - CDP

[cdp.urbanjustice.org](http://cdp.urbanjustice.org)

The Urban Justice Center serves New York City's most vulnerable residents through a combination of direct legal service, systemic advocacy, community education and political organizing.

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CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X

386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

Index No: HP 40870/2018

**STIPULATION OF FACTS**

*Tenant-Petitioners,*

-against-

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X

Parties agree to the following set of facts:

1. The subject building is located at 386 E. 139<sup>th</sup> Street, Bronx, NY 10454 (a/k/a/ 249 Willis Avenue, Bronx, NY 10454). All apartments listed below are located within the subject premises.
2. The 386 E. 139<sup>th</sup> Street Tenant Association is a member of the South Bronx Tenants' Movement, a local grassroots organizing effort to support tenants' rights in the South Bronx.

3. The 386 E. 139<sup>th</sup> Street Tenant Association is made up of the following tenants as of October 10, 2018: Juan Cano, Walter Uzhca, Francisco Ruiz, Roy Cano, Juana Cano, Blonnie Rodgers, Lillian Morada, Juliana Martinez, Shaquan Clark, and Lleimy Garcia.

4. Juan Cano is the tenant of record of Apartment 3B and lives with his family.

5. Walter Uzhca is the tenant of record of Apartment 5D and lives with his family.

6. Francisco Ruiz is the tenant of record of Apartment 4D and lives with his family.

7. Roy Cano is a co-tenant of Apartment 3D and lives with Juana Cano, the tenant of record of Apartment 3D.

8. Blonnie Rodgers is the tenant of record of Apartment 3C and lives alone. She is a DRIE recipient.

9. Lillian Morada is the tenant of record of Apartment 3A and lives alone. She is a SCRIE recipient.

10. Juliana Martinez is the tenant of record of Apartment 2C and lives with her family.

11. Shaquan Clark is the tenant of record of Apartment 2A and lives with her family.

12. Lleimy Garcia is the tenant of record of Apartment B and lives with her family.

13. HPD is the city agency charged with enforcing housing standards in New York City and is named as a co-respondent pursuant to Section 27-2115 of the Housing Maintenance Code.

14. In its capacity as the city agency charged with enforcing housing standards, HPD initiated an HP action against Owners for failure to provide heat and hot water to the subject building, L&T Index No. 8149/2017 BX. The case resulted in an Order to Correct and civil penalties to be paid by Owners.

15. On or around November 22, 2016, Owners applied to DOB for approval of Gas Plumbing Work including the “REPLACEMENT OF (1) GAS BOILER W/ TANKLESS COIL AND (1) GAS BURNER 20” under LAA # 220278072. On February 6, 2018, DOB disapproved renewal of the permit issued under LAA # 220278072 after the “OWNER [was] CITED ON

WORK W/OUT PERMIT VIOLATION.” Owners have not yet resolved this issue or applied to DOB for permit renewals since its February 6, 2018 application was disapproved.

16. Willis Apartments, LLC is registered with HPD as the Corporate Owner of the subject building as that term is defined by Section 4(44) of the Multiple Dwelling Law and Section 27-2004(a)(45) of the Housing Maintenance Code.

17. Saul Pillar a/k/a Sol Piller a/k/a Saul Piller is registered with HPD as Head Officer of Willis Apartments, LLC and is an “owner” as defined by Section 27-2004(a)(45) of the Housing Maintenance Code.

18. Sam Rosen is registered with HPD as Managing Agent of Willis Apartments, LLC and is an “owner” as defined by Section 27-2004(a)(45) of the Housing Maintenance Code.

19. The individual known to the Tenant Association as “Dmitri” holds himself out to the tenants as the superintendent and/or agent of the Owner. Tenants are instructed to contact Dmitri when any work is needed within the subject building. Dmitri is in possession of the phone numbers of all tenants and directly contacts tenants to speak about issues in the subject building, including activities of the Tenant Association. Dmitri often personally attempts to make repairs and oftentimes supervises the work of others who appear to perform work in the subject building. He has a similar role in other buildings known to be owned by the Owner.

20. The individual known to the Tenant Association as “Ron” holds himself out to the tenants as the superintendent and/or agent of the Owner. Tenants are instructed to contact Dmitri when any work is needed within the subject building. Dmitri often personally attempts to make repairs and oftentimes supervises the work of others who appear to perform work in the subject building. He has a similar role in other buildings known to be owned by the Owner.

21. The tenants of the Tenant Association sent letters to Owners outlining the conditions in each apartment and within public areas of the subject building in late 2016 and early 2017. In

the most recent letter, the Tenant Association invited Owners to a press conference scheduled in early May 2017.

22. The Tenant Association held a press conference on May 8, 2017. Owners were not present. Among other media coverage, the Bronx Times released an article on May 22, 2017 about the press conference.

23. The day after the press conference, on or around May 9, 2017, Sam Rosen went to the subject building and began knocking on doors to ask tenants what conditions existed in their homes.

24. In or around February 2018, Owners sued Lillian Morada for nonpayment of rent, L&T Index No. 9526/2018 BX. After Ms. Morada submitted a motion seeking dismissal, the case was discontinued by written decision on or around April 11, 2018 by the Hon. Thermos.

25. In or around February 2018, Owners sued Blonnie Rodgers for nonpayment of rent, L&T Index No. 9527/2018 BX. After Ms. Rodgers submitted a motion seeking dismissal, the case was discontinued by written decision on or around April 5, 2018 by the Hon. Thermos.

26. On or around February 12, 2018, Lillian Morada and Juan Cano each filed with DHCR an *Application For A Rent Reduction Based Upon Decreased Services - Individual Apartment*.

27. During DHCR's inspection of apartments within the subject building, Respondent Sam Rosen was present and discussed scheduling repairs with Petitioner Juan Cano. Sam Rosen and Dmitri scheduled repairs to begin in the apartment of Juan Cano, Apartment # 3B, on August 13, 2018, simultaneously with the initial return date of this HP proceeding.

Dated: October \_\_, 2018

---

STARK LAW PLLC

By:

1325 Castle Hill Avenue

Bronx, NY 10462

Tel: 718-792-1200

*Attorneys for Owner-Respondents*

---

COMMUNITY DEVELOPMENT PROJECT

At the URBAN JUSTICE CENTER

By: Catherine Barreda

123 William Street, 16<sup>th</sup> Floor

New York, NY 10038

Tel: 646-923-8319

*Attorneys for Petitioners*

# EXHIBIT H

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

Index No: HP 40870/2018

**NOTICE OF MOTION**

*Tenant-Petitioners,*  
  
-against-

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*  
  
-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*  
-----X

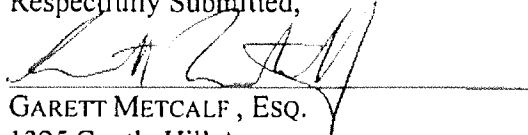
PLEASE TAKE NOTICE, that upon the annexed affirmation of GARETT H.  
METCALF, Esq., and the prior proceedings in this case, the Stark Law, PLLC, will move this  
Honorable Court, on the 10/26/18, at 9:30 in the forenoon, or as soon thereafter as Counsel

may be heard for an Order granting the following relief:

- A. An order dismissing the charges as insufficient; and
- B. For such other and further relief as this Court deems just and proper.

Dated: New York, New York  
October 12, 2018

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Garrett Metcalf', is written over a horizontal line.

GARETT METCALF, ESQ.  
1325 Castle Hill Avenue  
Bronx, NY 10462  
Attorneys for Owner-Respondents



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

Index No: HP 40870/2018

**AFFIRMATION IN  
SUPPORT**

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X

**GARETT METCALF, Esq.**, an attorney duly licensed to practice law before the Courts  
of the State of New York, hereby states the following under oath and penalty of perjury:

1. I am the attorney of record for, (hereinafter referred to as "Respondents"). As such, I  
am fully familiar with the facts and circumstances surrounding the instant matter.

2. This Affirmation is submitted in support of the relief requested in the annexed Notice of Motion.
3. Unless otherwise indicated, statements made below herein are made upon information and belief and are based upon inspection of the record in this case, initial investigations of the facts and circumstances surrounding the incident, conversations with Respondent, and my review of the files maintained by this office.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
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Index No: HP 40870/2018

**NOTICE OF MOTION**

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X  
**RESPONDENTS' MEMORANDUM OF LAW IN**  
**SUPPORT OF HIS MOTION TO DISMISS**

STARK LAW PLLC  
1325 Castle Hill Avenue  
Bronx, NY 10462  
Attorneys for Owner-Respondents

### **PRELIMINARY STATEMENT**

This case, when boiled down is relatively simple, but many issues and facts currently remain in dispute. Most importantly, the lawsuit by the Urban Justice Center is in violation of Article III of the Constitution which permits courts to only adjudicate only actual cases or controversies.

### **STATEMENT OF LAW**

McKinney's CPLR Rule 3211 entitled "Motion to dismiss" states the following:

(a) Motion to dismiss cause of action. A party may move for judgment dismissing one or more causes of action asserted against him on the ground that:

1. a defense is founded upon documentary evidence; or
2. the court has not jurisdiction of the subject matter of the cause of action; or
3. the party asserting the cause of action has not legal capacity to sue; or
4. there is another action pending between the same parties for the same cause of action in a court of any state or the United States; the court need not dismiss upon this ground but may make such order as justice requires; or
5. the cause of action may not be maintained because of arbitration and award, collateral estoppel, discharge in bankruptcy, infancy or other disability of the moving party, payment, release, res judicata, statute of limitations, or statute of frauds; or
6. with respect to a counterclaim, it may not properly be interposed in the action; or
7. the pleading fails to state a cause of action; or

8. the court has not jurisdiction of the person of the defendant; or

9. the court has not jurisdiction in an action where service was made under section 314 or 315; or

10. the court should not proceed in the absence of a person who should be a party.

11. the party is immune from liability pursuant to section seven hundred twenty-a of the not-for-profit corporation law. Presumptive evidence of the status of the corporation, association, organization or trust under section 501(c)(3) of the internal revenue code may consist of production of a letter from the United States internal revenue service reciting such determination on a preliminary or final basis or production of an official publication of the internal revenue service listing the corporation, association, organization or trust as an organization described in such section, and presumptive evidence of uncompensated status of the defendant may consist of an affidavit of the chief financial officer of the corporation, association, organization or trust. On a motion by a defendant based upon this paragraph the court shall determine whether such defendant is entitled to the benefit of section seven hundred twenty-a of the not-for-profit corporation law or subdivision six of section 20.09 of the arts and cultural affairs law and, if it so finds, whether there is a reasonable probability that the specific conduct of such defendant alleged constitutes gross negligence or was intended to cause the resulting harm. If the court finds that the defendant is entitled to the benefits of that section and does not find reasonable probability of gross negligence or intentional harm, it shall dismiss the cause of action as to such defendant.

(b) ***Motion to dismiss defense.*** A party may move for judgment dismissing one or more defenses, on the ground that a defense is not stated or has no merit.

(c) *Evidence permitted; immediate trial; motion treated as one for summary judgment.* Upon the hearing of a motion made under subdivision (a) or (b), either party may submit any evidence that could properly be considered on a motion for summary judgment. Whether or not issue has been joined, the court, after adequate notice to the parties, may treat the motion as a motion for summary judgment. The court may, when appropriate for the expeditious disposition of the controversy, order immediate trial of the issues raised on the motion.

(d) *Facts unavailable to opposing party.* Should it appear from affidavits submitted in opposition to a motion made under subdivision (a) or (b) that facts essential to justify opposition may exist but cannot then be stated, the court may deny the motion, allowing the moving party to assert the objection in his responsive pleading, if any, or may order a continuance to permit further affidavits to be obtained or disclosure to be had and may make such other order as may be just.

(e) Number, time and waiver of objections; motion to plead over. At any time before service of the responsive pleading is required, a party may move on one or more of the grounds set forth in subdivision (a), and no more than one such motion shall be permitted. Any objection or defense based upon a ground set forth in paragraphs one, three, four, five and six of subdivision (a) is waived unless raised either by such motion or in the responsive pleading. A motion based upon a ground specified in paragraph two, seven or ten of subdivision (a) may be made at any subsequent time or in a later pleading, if one is permitted; an objection that the summons and complaint, summons with notice, or notice of petition and petition was not properly served is waived if, having raised such an objection in a pleading, the objecting party does not move for judgment on that ground within sixty days after serving the pleading, unless the court extends the time upon the ground of undue hardship. The foregoing sentence shall not apply in any proceeding under subdivision one or two of section seven hundred eleven of the real property actions and proceedings law. The papers in opposition to a motion based on improper

service shall contain a copy of the proof of service, whether or not previously filed. An objection based upon a ground specified in paragraph eight or nine of subdivision (a) is waived if a party moves on any of the grounds set forth in subdivision (a) without raising such objection or if, having made no objection under subdivision (a), he or she does not raise such objection in the responsive pleading.

(f) ***Extension of time to plead.*** Service of a notice of motion under subdivision (a) or (b) before service of a pleading responsive to the cause of action or defense sought to be dismissed extends the time to serve the pleading until ten days after service of notice of entry of the order.

(g) ***Standards for motions to dismiss in certain cases involving public petition and participation.*** A motion to dismiss based on paragraph seven of subdivision (a) of this section, in which the moving party has demonstrated that the action, claim, cross claim or counterclaim subject to the motion is an action involving public petition and participation as defined in paragraph (a) of subdivision one of section seventy-six-a of the civil rights law, shall be granted unless the party responding to the motion demonstrates that the cause of action has a substantial basis in law or is supported by a substantial argument for an extension, modification or reversal of existing law. The court shall grant preference in the hearing of such motion.

(h) ***Standards for motions to dismiss in certain cases involving licensed architects, engineers, land surveyors or landscape architects.*** A motion to dismiss based on paragraph seven of subdivision (a) of this rule, in which the moving party has demonstrated that the action, claim, cross claim or counterclaim subject to the motion is an action in which a notice of claim must be served on a licensed architect, engineer, land surveyor or landscape architect pursuant to the provisions of subdivision one of section two hundred fourteen of this chapter, shall be granted unless the party responding to the motion demonstrates that a substantial basis in law exists to believe that the performance, conduct or omission complained of such licensed architect, engineer, land

surveyor or landscape architect or such firm as set forth in the notice of claim was negligent and that such performance, conduct or omission was a proximate cause of personal injury, wrongful death or property damage complained of by the claimant or is supported by a substantial argument for an extension, modification or reversal of existing law. The court shall grant a preference in the hearing of such motion.

**I. STANDARDS FOR MOTION TO DISMISS ON 3211 (A)(1), 3211 (A)(2), 3211(A)(7), 3211 (A)(8), AND 3211(A)(10) GROUNDS.**

Although a court considering a motion to dismiss pursuant to CPLR 3211 (a)(7) must both accept as true the allegations in the complaint and afford the plaintiff the benefit of every possible favorable inference, allegations in the complaint that either consist of bare legal conclusions or contain factual claims flatly contradicted by the record are not entitled to favorable inferences. *See, e.g., Garber v. Board of Trustees of State Univ. of NY*, 38 A.D. 3d 833, 834, 834, N.Y.S.2d 203 (2d Dep't 2007); *see also Maas v. Cornell Univ.*, 94 N.Y. 2d 87, 91, 699 N.Y.S. 2d 715 (1999); *Doria v. Masucci*, 230 A.D.2d 764, 646 N.Y.S. 2d 363 (2d Dept. 1999), *lv denied* 89 N.Y. 2d 811 (1997). In determining a motion to dismiss "the pleadings must be liberally construed" and "[t]he sole criterion is whether from [the complaint's] four corners factual allegations are discerned which taken together manifest any cause of action cognizable at law." *Gershon v. Goldberg*, 30 A.D.3d 372, 373, 817 N.Y.S.2d 322 (2d Dep't 2006) (quoting *Guggenheimer v. Ginzburg*, 43 N.Y. 2d 286, 275, 401 N.Y.S.2d 182 [1977]); *see also Dinerman v. Jewish Bd. of Family Children Services, Inc.* 55 A.D.3d 530, 531, 865 N.Y.S.2d 133 (2d Dep't 2008); *219 Broadway Corp. v. Alexander's Inc.*, 46 N.Y.2d 506, 509, 414 N.Y.S.2d 889 (1979). In essence, the court must determine whether the alleged causes of action are sustainable "upon any reasonable view of the facts as stated." *Schneider v. Hanf*, 296 A.D.



2d 454, 454,744 N.Y.S.2d 899 (2d Dep't 2002); see also *Manfro v. McGiveny*, 11 A.D.3d 662, 663, 783 N.Y.S.2d 288 (2d Dep't 2004). The court may consider evidentiary material submitted by the movant to establish conclusively that no viable causes of action exist. See *Simmons v. Edelstein*, 32 A.D.3d 464, 465, 820 N.Y.S.2d 614 (2d Dep't 2006).

In considering a motion to dismiss pursuant to CPLR 3211(a)(1), the pleadings must be given their most favorable intendment. See *Arrington v. New York Times Co.*, 55 N.Y.2d 433, 442, 449 N.Y.S.2d 941 (1982). However, a complaint containing factual claims that are flatly contradicted by documentary evidence should be dismissed. *Well v. Rambam*, 300 A.D.2d 580, 581, 753 N.Y.S.2d 512 (2d Dep't 2002); *Kenneth R. v. Roman Catholic Diocese of Brooklyn*, 229 A.D.2d 159, 162, 654 N.Y.S.2d 791 (2d Dep't 1997), cert. denied 522 U.S. 967 (1997). To properly support a motion for dismissal pursuant to CPLR 3211 (a)(1), the contents of the proffered documentary evidence must be "essentially undeniable". *Fontanetta v. John Doe 1*, 73 A.D.3d 78, 85-85, 898 N.Y.S.2d 569 (2d Dep't 2010) (citing Siegel, Practice Commentaries, McKinney's Cons Laws of NY, Book 7B, CPLR C3211:1, at 21-22). Examples of documents of which the contents are "essentially undeniable" include judicial records, mortgages, deeds, contracts, written agreements (such as trust and lease agreements) and notes. See *Fontanetta v. John Doe 1*, 73 A.D.3d 78, 85-85, 898 N.Y.S.2d 569 (2d Dep't 2010).

Documents that are, in essence, unilaterally created by a party (such as affidavits, letters, notes or file documents) do not contain "essentially undeniable" information and thus do not properly support a motion to dismiss pursuant to CPLR 3211 (a)(1). *Id.* at 85-86. "In sum, to be considered documentary, evidence must be unambiguous and of undisputed authenticity". *Id.* at 86 (citing Siegel, Practice Commentaries, McKinney's Cons Laws of NY, Book 7B, CPLR C3211:10, at 21-22).

**A. CPLR 3211 (A)(1), A DEFENSE FOUNDED UPON DOCUMENTARY EVIDENCE.**

Specifically, in determining a motion, the documentary evidence must be unambiguous and undisputed. *Id.* at 86 (citing David D. Siegel, PRACTICE COMMENTARIES, MCKINNEY'S CONS LAWS OF NY, Book 7B, CPLR C3211:10 at 21-22). Overall, a motion is typically not applicable or even helpful in many cases. David D. Siegel, NEW YORK PRACTICE: PRACTITIONER TREATISE SERIES 457 (5th Ed. 2011).

Here, the only documentary evidence that should be considered for purposes of a motion is the work orders completed by the Respondents'. The Petitioners' Affidavits and arguments about their interpretation should not even be considered. Instead, only the Work Orders should be used for violation purposes. *See Exhibit A.*

Merely upon a review of the limited documentary evidence, the fact that only documents manufactured by the Petitioners' makes it extremely difficult to resolve all the factual issues as a matter of law at this juncture. Moreover, their claims cannot be conclusively disposed of merely on a review of these various separate documents. There is an issue of fact as to the Affidavit which govern the different portions of this lawsuit, and for that reason respectfully requests the court to dismiss the defendants' CPRL 3211(a)(1) motion.

**B. CPRL 3211 (A)(7), THE PLEADING FAIL TO STATE A CAUSE OF ACTION.**

Petitioners' failure to state a cause of action, which pertains to complaints that are defective on its face.<sup>1</sup> A motion to dismiss may be made even against a complaint that is

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<sup>1</sup> Of course we are not suggesting that the court cannot read the defendant's support as articulated in the Urban Justice Website; rather, we are arguing that the court should not consider the Petitioners' affidavits unless it elects to exercise its discretion to convert this motion to a summary judgment motion. *Henbest & Morrissey Inc. v. W.H. Insurance Agency Inc.*, 259 A.D.2d 829, 830 (3rd Dept. 1999).

perfectly pleaded. *Kelly v. Bank of Buffalo*, 32 A.D.2d 875 (4th Dept. 1969).<sup>2</sup> If a Petitioner's paragraph motion is against numerous claims, and at least one claim stands, then the defendant's motion must be denied in its entirety. *Grifer v. Newman*, 22 A.D.2d 696 (2nd Dept. 1964).

Specifically, when the complaint is attacked on its face, the allegations are deemed to be true, whereby everything that may be reasonably implied may be deemed true as well. *Foley v. D'Agostino*, 21 A.D.2d 60 (1st Dept. 1964). Even favorable inferences are drawn in favor of the plaintiff. *Westhill Exports, Ltd. v. Pope*, 12 N.Y.2d 491 (1963). The Respondents' Affidavit will seldom, if ever, warrant a dismissal. In other words, the Respondents' affidavits must establish conclusively that the Petitioner in no way has a cause of action. *Rovello v. Orofino Realty Co.*, 40 N.Y.2d 633, 636 (1976). A motion to dismiss is generally not a merit-based motion; instead the purpose is to attack the pleadings on its face.<sup>3</sup>

Here, we are making specific requests, *to dismiss not just one, but all causes of actions*. The instant motion seeks to dismiss all claims against Respondents on these grounds because the alleged conditions were corrected within the time required by law. The allegation that harassment with threaten language occurred was simply a community spread vicious rumor. Rumors cannot be trusted and therefore the Petitioner failed to state a cause of action upon relief can be granted. Because there are no issues of fact regarding every element of Petitioners' harassment claim the Respondents' motion should be dismissed in its entirety. **See Petitioners' Affidavit, Respondent Affidavit in Support, and Exhibit A.**

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<sup>2</sup> See also *Rovello v. Orofino Realty Co.*, 40 N.Y.S.2d 633 (1976) (explaining that the plaintiff in response to a paragraph motion need not present affidavits or other proof, unless the court elects to treat the motion as one of summary judgment).

<sup>3</sup> David D. Siegel, *NEW YORK PRACTICE: PRACTITIONER TREATISE SERIES* 463 (5th Ed. 2011) (suggesting that a defendant who wants to go beyond a pleading based response could serve an answer and then move for summary judgment, where affidavits are definitely to be included).

### **C.CPLR 3211 (A)(1), A DEFENSE FOUNDED UPON LACK OF SUBJECT MATTER JURISDICTION**

Article III of the Constitution permits courts to adjudicate only actual cases or controversies. *Lewis v. Continental Bank Corp.*, 494 U.S. 472, 477 (1990). This means litigants must suffer, or be threatened with, an actual injury traceable to the defendant's actions, and that the court must be able to grant effectual relief. See *id.* This case-or-controversy requirement must be satisfied at every stage of judicial proceedings. *Id.* If it is not, the court lacks the power to adjudicate the case and must dismiss for lack of subject matter jurisdiction. See *Home Builders Ass'n of Miss., Inc. v. City of Madison*, 143 F.3d 1006, 1010 (5th Cir. 1998). Plaintiffs generally bear the burden of establishing subject matter jurisdiction, see *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001), including their own standing to sue, see *Cobb v. Central States*, 461 F.3d 632, 635 (5th Cir. 2006). When a party asserts that its own conduct has eliminated any live case or controversy, however, it bears a "heavy burden" to show that the change in circumstances makes it "absolutely clear that the allegedly wrongful behavior could not reasonably be expected to recur." *Friends of the Earth, Inc. v. Laidlaw Env'tl. Servs. (TOC), Inc.*, 528 U.S. 167, 189 (2000).

The Constitution confines the judicial power to actual cases or controversies. See U.S. Const. art. III § 2. The Supreme Court has explained that the "triad of injury in fact, causation, and redressability constitutes the core of Article III's case or-controversy requirement." *Steel Co. v. Citizens for a Better Environment*, 523 U.S. 83, 103–04 (1998) (footnote omitted). "To invoke the jurisdiction of a federal court, a litigant must have suffered, or be threatened with, an actual injury traceable to the defendant and likely to be redressed by a favorable judicial decision." *Lewis v. Continental Bank Corp.*, 494 U.S. 472, 477 (1990); see also *Iron Arrow Honor Soc'y v. Heckler*, 464 U.S. 67, 70 (1983) (per curiam) ("To satisfy the Article III case or controversy

requirement, a litigant must have suffered some actual injury that can be redressed by a favorable judicial decision.”). When a lawsuit no longer presents a live controversy, the court loses subject matter jurisdiction and can proceed no further:

Without jurisdiction the court cannot proceed at all in any cause. Jurisdiction is power to declare the law, and when it ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause. *Steel Co.*, 523 U.S. at 94 (1998) (quoting *Ex parte McCardle*, 74 U.S. (7 Wall.) 506, 514 (1868)).

Because this case no longer presents a live case or controversy and the Petitioners claims are moot. “[A]n actual controversy must be extant at all stages of review, not merely at the time the complaint is filed.” *Arizonans for Official English v. Arizona*, 520 U.S. 43, 67 (1997). “A case is moot when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome.” *City of Erie v. Pap’s A.M.*, 529 U.S. 277, 287 (2000) (quoting *County of Los Angeles v. Davis*, 440 U.S. 625, 631 (1979)).

Upon information and belief, The Court does not have jurisdiction over the Respondents because Petitioner did not make proper and/or timely service under CPLR 308, 309, 310, or 311 or Section 110(M) of the New York City Civil Court Act as ordered by the Court. In the course of regular maintenance at the building, including efforts to correct conditions which may constitute violations subject to this Petition, access was denied to those dwelling units where violations have allegedly occurred and/or such other portions of the building as might be necessary to make repairs. *See Affidavit in Support*. Consequently, pursuant to Housing Maintenance Code Section 27-2115(k) (3)(ii), this Court should not and cannot issue an Order to Correct as to those violations and cannot order civil penalties, as to those alleged violations.

Upon information and belief, The violations which are the basis for this action were caused by the acts or negligence, neglect or abuse of persons not in the employ or subject to the direction of the current owner but were caused by the Tenants. See Affidavit. The Department failed to comply with Section 27-2115(b) of the Housing Maintenance Code of the City of New York in that the Department failed to serve the notices of violations sued upon by Petitioner for an Order to Correct and/or civil penalties upon the owner, his agent or any other person responsible for their correction. Therefore, a traverse hearing is requested.

Upon information and belief, Respondents, thus, were never informed of the alleged violations that the Department herein is claiming to exist at the subject premises. Upon information and belief, in those instances where Respondents properly received Notice of Violation, pursuant to the Housing Maintenance Code, the alleged conditions were corrected within the time required by law. The condition which purportedly constitutes the violations, in some instances, did not exist at the time violation was placed and do not exist to date. See Affidavit. Thus, pursuant to Housing Maintenance Code Section 27-2115(k)(3), this Court should not and cannot issue an order as to those violations and cannot order civil penalties as to those violations. The Respondents began to do the corrections which constitute the violations promptly upon discovering them but that full correction could not be completed expeditiously because technical difficulties and an inability to obtain necessary materials, funds or labor. See Exhibit "A" Work Order. A case no longer presents a live case or controversy, and thus becomes moot, "when it is impossible for a court to grant any effectual relief whatever to the prevailing party." This case no longer presents a live controversy because the violations are corrected or being corrected. Any order to prevent its implementation would be an advisory opinion.

**D.CPLR 3211 (A)(1), A FAILURE TO PLACE THE REAL PARTIES IN INTEREST**

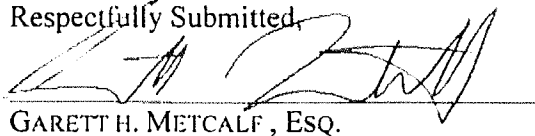
Every civil action must be prosecuted in the name of the real party in interest. Fed.R. Civ. P. 17(a). F.R.C.P. 17(a) requires that “the action must be brought by the person entitled under the governing substantive law to enforce the asserted right.” *Whelan v. Abell*, 953 F.2d 663, 672 (D.C. Cir. 1992), cert. Denied, 506 U.S. 906 (1992). See also *United HealthCare Corp. v. American Trade Insurance Co., Ltd.*, 88 F.3d 563, 568-69 (6th Cir. 1996)(“this rule requires that the party who brings an action actually possess, under the substantive law, the right sought to be enforced”)(emphasis added); *Boeing Airplane Co. v. Perry*, 322 F.2d 589, 591 (10th Cir. 1963), cert denied, 375 U.S. 984 (1964)(“the ‘real party in interest’ is the one who, under applicable substantive law, has the legal right to bring the suit”).

Respondents’ therefore brings this motion to dismiss based on the fact that Petitioner can’t state where the harassment came from or who it came from, so just sued the current owners and management staff. The Petitioner cannot bring any evidence of harassment beside unilateral evidence such as Affidavits. The failure to join a party under Rule 19 because everything is the Petitioners’ argument is based on “He said, she said” and rumors. However, if the rumors are true, than the incorrect parties are named in the lawsuit.

**WHEREFORE**, Respondent’s respectfully requests that Petitioner’s motion be denied in its entirety, or alternatively that Petitioner provide sufficient first hand evidence to properly defend the lawsuit, and for such other relief as this Court deems necessary and appropriate.

Dated: Bronx, New York  
October 12, 2018

Respectfully Submitted,



GARETT H. METCALF, ESQ.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

Index No: HP 40870/2018

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

**AFFIDAVIT IN SUPPORT**

*Owner- Respondents,*

-and-

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----  
xSTATE OF NEW YORK    )  
                              )ss:  
                              )

Sam Rosner being duly sworn deposes and sets forth the following pursuant to the penalties of perjury.:

1. I am the Managing Agent and run the building on a day-to-day basis.
2. If the legislative branch passed a law to stop gentrification, as an American Home-Owner that believes strongly in the "American Dream" and the Constitution, I would



obey the law to stop gentrification.

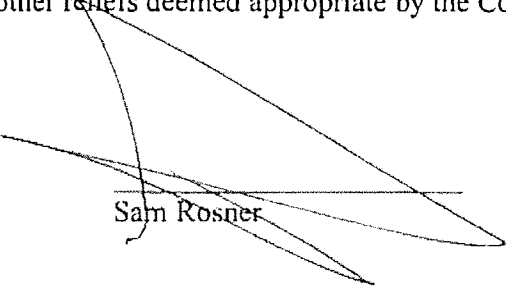
3. I submit this Motion to Dismiss based upon personal knowledge.
4. I supervised the work and inspected the apartment after completion of repairs. However, the biggest problem I face is that tenants are refusing to sign work orders or provide access since Urban Justice Center commenced their lawsuit. Urban Justice Center wants to use their most friendly forum in the Judicial branch to file a lawsuit and usurp the Legislative branch by making laws to stop gentrification. *See Petitioner for Urban Justice Preliminary Statement paragraph 3.*
5. I can confidently state that myself or no members of my staff have never contacted a tenant regarding signing a buyout agreement or surrender agreement; never interfered in tenant associations' meeting; sending inaccurate rent statements; entered apartment without authorization; commenced frivolous evictions; and used threaten language that harasses a tenant. From my knowledge no direct evidence of harassment of tenants by the staff, landlords or owners including: Not offering leases or lease renewals, or repeatedly trying to pay you to move out; Unjustified eviction notices or illegal lockouts; Threats and intimidation, such as late-night phone calls; Overcharging for a rent-regulated apartment; Failure to provide necessary repairs or utilities; Deliberately causing construction-related problems for tenants, such as working after hours, blocking entrances, or failing to remove excessive dust or debris. This case should be dismissed.
6. The Petitioner cannot bring any evidence of harassment beside unilateral evidence such as Affidavits. The seven challenges lack of subject-matter jurisdiction; lack of personal jurisdiction; improper venue; insufficient process; insufficient service of

process; failure to state a claim upon which relief can be granted; and failure to join a party under Rule 19.

7. As a community leader, I pride myself on the idea that the buildings I manage contain a very diverse population. Unfortunately, it came to my attention that a member of the housing community may have engaged in actions that may have lessened the morale of the group specifically centered on a matter extremely personal regarding members of the community. Too be clear, it came to my attention that a member of the community spread vicious rumors of harassment with threaten language. As you can image these action didn't just effect me but the Tenant Association as a whole because we work best as a collective unit. To alleviate this I felt it was in the best interest of all that we got to together within the group to discuss this action and find the lessons learned. In addition, it would grant the Tenant Association members the ability to express what they were hoping to achieve from their actions and also how rumors have a very expansive cause and effect relationship.
8. It came to my attention that the harassment of tenants may have come from the previous owners. But, rumors cannot be trusted. However, if this is true, than the incorrect parties are named in the lawsuit.
9. On a personal note, I am deeply saddened by the fact that the NYC Fire department has been named as a party. In my insignificant opinion, although not shared by all parties engaged in this lawsuit, I feel the NYC Fire Fighters are the only true heroes amongst us. The New York City Fire Department has always acted in a timely and professional manner. I am deeply regretful that the Urban Justice Center named them as a party to promote a political principal. I truly hope this game of; "He said, she

said” would not turn into an exercise of legal gamesmanship by the Urban Justice Center, and could have been solved amicably. My staff will continue to make repairs in a timely and professional fashion.

**WHEREFORE** it is respectfully requested that Respondent’s Motion to dismiss be granted in all respects, along with such other reliefs deemed appropriate by the Court.



Sam Rosner

Sworn to before me this  
11<sup>th</sup> day of October, 2018



NOTARY PUBLIC

**BRIAN A. STARK**  
Notary Public - State of New York  
No. 02ST5057486  
Qualified in Bronx County  
My Comm. Expires May 6, 2020

A

# Pyramid Properties LLC

5014-16 Ave #235 Brooklyn NY, 11204 Tel. 718-871-9732 Fax. 718-871-9721

## Work Order

SPK Fmt 13th Street #9A

Date 2/28/18

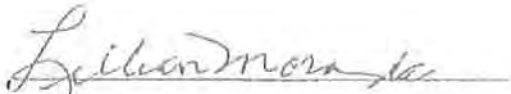
SPK

## Scope of Work

1. Plaster + Paint apartment - Kitchen - Bathroom 2 Bedroom Living room Hall
2. ~~Plaster~~ - Repaired tiles + floors in entire Apartment
3. Install new Bathroom Floor tiles
4. Installed C/O + Smoke Alarm
5. Installed new windows in Kitchen + Bedroom
6. Repaired All windows in Apartment
7. Exterior maintenance Apartment
8. Installed new bathroom sink + faucet
9. Repaired Bathroom shower body
10. Repaired all electric outlets in Apt
11. Repaired sink - kitchen leaking faucet + pipes
12. Installed Bathroom Door

## Comments

I certify that the above mentioned work was completed to my satisfaction.



Signature

Date

# Pyramid Properties LLC

5014-16 Ave #235 Brooklyn NY, 11204 Tel. 718-871-9732 Fax. 718-871-9721

## Work Order

386 E 139 street  
Apt 3B

Date

9/21/2018

### Scope of Work

1. Fixed / leveled Floor
2. Replaced with NEW floor tile
3. Replaced radiator with NEW ONE
4. (Replaced Kitchen cabinets and sink base)
5. base
6. Replaced with NEW entry door saddle
7. Replaced with NEW closet door
8. (Sheetrock and sanded Kitchen and
9. living room)
10. Painted living room and kitchen
11. repaired holes in bathroom walls.
12. framed and sheetrock new hallway by bathroom wall
- Comments And MADE straight
13. Installed smoke detector
14. fix living light

I certify that the above mentioned work was completed to my satisfaction.

Signature

Date

10-18-18

STATE OF NEW YORK, COUNTY OF Bronx

SS:

I, the undersigned, an attorney admitted to practice in the courts of New York State,



Certification  
By Attorney

certify that the within

has been compared by me with the original and found to be a true and complete copy



Attorney's  
Affirmation

state that I am

the attorney(s) of record for

action: I have read the foregoing

the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters

I believe it to be true. The reason this verification is made by me and not by

in the within

and know the contents thereof

The grounds of my belief as to all matters not stated upon my own knowledge are as follows:

I affirm that the foregoing statements are true, under the penalties of perjury.

Dated:

STATE OF NEW YORK, COUNTY OF Bronx

SS:

I, the undersigned, being duly sworn, depose and say: I am



Individual  
Verification

in the action: I have read the foregoing



Corporate  
Verification

the

of

a

and know the contents thereof; the same is true to my own knowledge, except  
as to the matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true.

corporation and a party in the within action, I have read the foregoing  
and know the contents thereof, and the same is true to my own knowledge,

except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true. This  
verification is made by me because the above party is a corporation and I am an officer thereof.

The grounds of my belief as to all matters not stated upon my own knowledge are as follows:

Sworn to before me on

The name signed must be printed beneath

STATE OF NEW YORK, COUNTY OF

SS:

(If more than one box is checked--indicate after names type of service used.)

I, the undersigned, being sworn, say: I am not a party to the action, am over 18 years of age and reside at

On

I served the within



Service  
By Mail

by mailing a copy of each of the following persons at the last known address set forth after each name below



Personal  
Service on  
Individual

by delivering a true copy of each personally to each person named below at the address indicated. I knew each person served  
to be the person mentioned and described in said papers as a party therein.



Service by  
Electronic  
Means

by transmitting a copy to the following persons by ☐ FAX at the telephone number set forth after each name below ☐ E-Mail  
at the E-Mail address set forth after each name below, which was designated by the attorney for such purpose, and by mailing  
copy to the address set forth after each name.



Overnight  
Delivery  
Service

by dispatching a copy by overnight delivery to each of the following persons at the last known address set forth after each name  
below.

Sworn to before me on

The name signed must be printed beneath



2018

COURT  
STATE OF NEW YORK, COUNTY OF Bronx; Part 14

Index No. 40870

Year 2018

296 E. 137th Street Tenants'  
Juan Cano, Walter Usher, Francisco  
Ruiz, Roy Cano, Blannie Rodgers,  
Liliana Morada, Juliana Martinez,  
Shayquan Clark, Henry Garcia

Sahil P. Pillay, Sun L. Chen, Raymond Willis Apartments LLC  
NYC Dept of Housing Preservation & Development  
NYC Dept of Buildings, NYC Dept of Health and Mental Hygiene, &  
NYC Fire Department

Attorney(s) for

Office and Post Office Address, Telephone

To

Signature (Rule 130-1.1-a)

Print name beneath

Service of a copy of the within is hereby admitted.

Dated: \_\_\_\_\_

Attorney(s) for

**PLEASE TAKE NOTICE:**

☐ **NOTICE OF ENTRY**

that the within is a (certified) true copy of a  
duly entered in the office of the clerk of the within named court on

☐ **NOTICE OF SETTLEMENT**

that an order  
will be presented for settlement to the HON.  
within named Court, at  
on \_\_\_\_\_ at \_\_\_\_\_ M.

of which the within is a true copy  
one of the judges of the

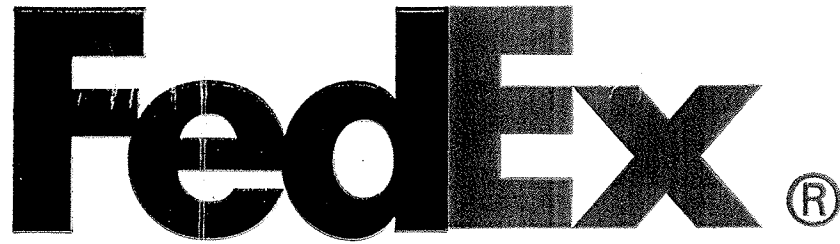
Dated, \_\_\_\_\_

Yours, etc.



# EXHIBIT I

123 W. 16



ORIGIN ID: HPNA (718) 792-1200  
BRIAN STARK  
LAW OFFICES OF BRIAN A. STARK  
1325 CASTLE HILL AVENUE

SHIP DATE: 19OCT18  
ACTWGT: 1.00 LB  
CAD: 8304095/NET4040

BRONX, NY 10462  
UNITED STATES US

BILL SENDER

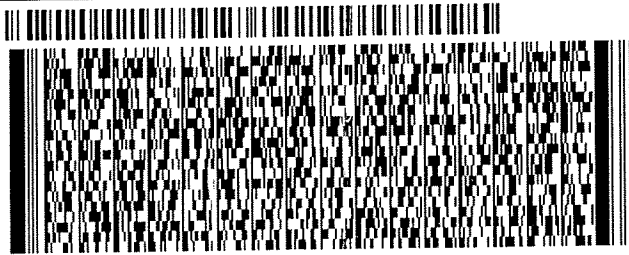
TO CATHERINE BARREDA  
CDP- URBAN JUSTICE CENTER  
123 WILLIAM STREET  
16TH FLOOR  
NEW YORK NY 10038

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(000) 000-0000  
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PO.

REF:

DEPT:



FedEx  
Express



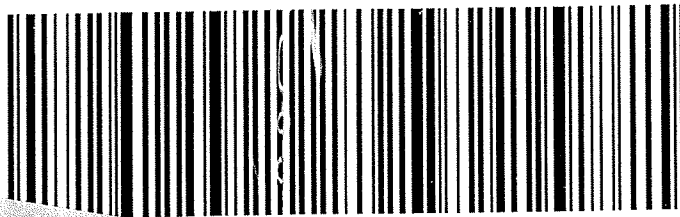
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SATURDAY 9:30A  
FIRST OVERNIGHT

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FedEx

☐ 1st Attempt ☒ 2nd Attempt ☐ Final Attempt Date 10/22 Time 2:18  
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Delivered

Monday 10/22/2018 at 9:49 am



DELIVERED

Signed for by: A.MARTINEZ

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[OBTAIN PROOF OF DELIVERY](#)

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BRONX, NY US

TO

NEW YORK, NY US

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<b>TOTAL SHIPMENT WEIGHT</b> 0.5 lbs / 0.23 kgs	<b>TERMS</b> Shipper	<b>PACKAGING</b> FedEx Envelope
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<b>ACTUAL DELIVERY</b> Mon 10/22/2018 9:49 am		

Travel History

Local Scan Time

Monday , 10/22/2018		
9:49 am	NEW YORK, NY	Delivered
8:07 am	NEW YORK, NY	On FedEx vehicle for delivery
7:15 am	NEW YORK, NY	Delivery exception
Customer not available or business closed		

6:54 am	NEW YORK, NY	On FedEx vehicle for delivery
6:14 am	NEW YORK, NY	At local FedEx facility
Saturday , 10/20/2018		
2:02 pm	NEW YORK, NY	At local FedEx facility
11:51 am	NEW YORK, NY	Delivery exception Customer not available or business closed
9:15 am	NEW YORK, NY	Delivery exception Customer not available or business closed
8:32 am	NEW YORK, NY	On FedEx vehicle for delivery
8:16 am	NEW YORK, NY	At local FedEx facility
7:44 am	NEWARK, NJ	Departed FedEx location
Friday , 10/19/2018		
8:38 pm	MOUNT VERNON, NY	Left FedEx origin facility
6:07 pm	MOUNT VERNON, NY	Picked up
10:20 am		Shipment information sent to FedEx

# EXHIBIT J

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART H

-----X  
386 E. 139th STREET TENANTS'  
ASSOCIATION, JUAN CANO in his capacity as  
President of the 386 E. 139th Street Tenants'  
Association, WALTER UZHCA, FRANCISCO  
RUIZ, ROY CANO, BLONNIE RODGERS,  
LILLIAN MORADA, JULIANA MARTINEZ,  
SHAQUAN CLARK, LLEIMY GARCIA,

*Tenant-Petitioners,*

-against-

SAUL PILLAR, Managing Member,  
SAM ROSEN, Head Officer & Managing Agent,  
PYRAMID, Managing Agent, and  
WILLIS APARTMENTS, LLC, Corporation,

*Owner- Respondents,*

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT, NYC  
DEPARTMENT OF BUILDINGS, NYC  
DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE, and, NYC FIRE DEPARTMENT,

*Co-Respondents.*

-----X

Index No: HP 40870/2018

**NOTICE OF MOTION**

Premises: 386 E. 139<sup>th</sup> Street  
aka 249 Willis Avenue  
Bronx, NY 10454

City of New York  
OCT 18 2018  
Bronx Housing Court  
Clerk's Office

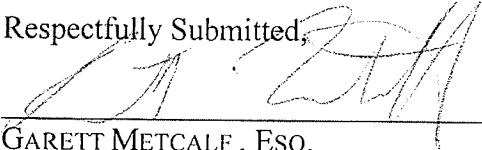
PLEASE TAKE NOTICE, that upon the annexed affirmation of GARETT H. METCALF, Esq., and the prior proceedings in this case, the Stark Law, PLLC, will move this Honorable Court, on the October 29, at 9:30 in the forenoon, or as soon thereafter as Counsel

may be heard for an Order granting the following relief:

- A. An order dismissing the charges as insufficient; and
- B. For such other and further relief as this Court deems just and proper.

Dated: New York, New York  
October 16, 2018

Respectfully Submitted,



---

GARETT METCALF, ESQ.  
1325 Castle Hill Avenue  
Bronx, NY 10462  
Attorneys for Owner-Respondents

# EXHIBIT K



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART J

-----X  
WILLIS APARTMENTS LLC,

Petitioner-Landlord,

-against-

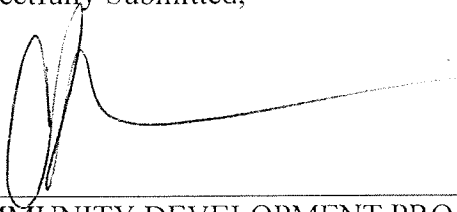
BLONNIE RODGERS,

Respondent(s)-Tenant(s).  
-----X

**PLEASE TAKE NOTICE** that the within is a true copy of the Decision/Order entered  
by Judge Thermos, one of the judges of this Court, on April 5, 2018.

Dated: April 12, 2018  
New York, NY

Respectfully Submitted,

  
COMMUNITY DEVELOPMENT PROJECT  
At the URBAN JUSTICE CENTER  
By: Catherine Barreda  
123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038  
Tel: 646-923-8319  
*Attorneys for Respondent*

To: STARK LAW PLLC  
1325 Castle Hill Avenue  
Bronx, NY 10462  
Tel: (718) 792-1200  
*Attorneys for Petitioner*

**FILED**  
Civil Court of the  
City of New York  
APR 25 2018  
Housing Part J

7017 2400 0000 0588 1887

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$ 3.92
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Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

re: notice of entry for Blonnie R

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART J

-----X  
WILLIS APARTMENTS LLC,

*Petitioner,*

INDEX #: 9527/18

-against-

DECISION / ORDER

BLONNIE RODGERS,

*Respondent.*

HON. KIMON C. THERMOS

-----X  
Recitation, as required by CPLR §2219(a), of the papers considered in the review of the instant motion:

**Papers**

**Numbered**

Notice of Motion, Affidavits and Annexed (ex. A-K).....1

Upon review of the foregoing cited papers, the Decision/Order on this motion is as follows:

Respondent, by counsel, moves for an Order, pursuant to CPLR §3211, dismissing the petition in accordance with RPAPL §711 based upon fatal defects in the rent demand, which is not amendable; failure to state a cause of action in accordance with RPAPL §741(4); and failure to register the subject rent stabilized apartment with the New York State Division of Housing & Community Renewal (“DHCR”) in accordance with N.Y.C. Administrative Code §26-517 and 9 N.Y.C.R.R. §2528.1. Respondent also moves, alternatively, for leave to file an amended answer, anti-harassment injunctive relief, the imposition of civil penalties and legal fees if she is found to be the prevailing party. Petitioner declined to submit written or oral opposition. Instead, on April 3, 2018, the return date of the instant motion, Petitioner’s counsel made an oral application to discontinue the proceeding.

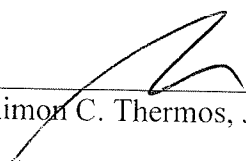
This non-payment proceeding was commenced on or about February 16, 2018. Respondent, then unrepresented, appeared and interposed a written answer using the court’s standard answer form. At the first court appearance on March 6, 2018, Community Development Project at UJC appeared as counsel on behalf of Respondent and the case was adjourned on

consent to April 3, 2018 for motion practice. On April 3, 2018, Petitioner sought to discontinue the proceeding without prejudice. Respondent objects Petitioner's application.

Although it appears that Respondent may have meritorious defenses, this Court need not reach the substantive issues in this proceeding, since Petitioner has moved, relatively quickly, to discontinue the proceeding. As such, this Court, in its discretion, hereby grants Petitioner's application to discontinue the proceeding without prejudice to either parties' rights, claims and defenses. Accordingly, Respondent's motion is denied, as moot.

This constitutes the Decision and Order of this Court.

Dated: April 5, 2018  
Bronx New York

  
\_\_\_\_\_  
Kimon C. Thermos, J.H.C.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART J

-----X  
WILLIS APARTMENTS LLC,

Index No. L&T 9527/2018

Petitioner-Landlord,

-against-

AFFIRMATION OF SERVICE

BLONNIE RODGERS  
386 E. 139th Street aka 249 Willis Avenue  
Apt. 3C  
Bronx, NY 10454,

Respondent-Tenant.

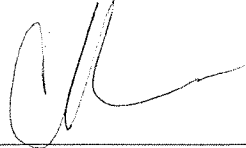
-----X  
CATHERINE BARREDA, an attorney duly licensed to practice law in the State of New York, hereby affirms the following:

1. I am not a party to this proceeding, am over 18 years old, reside in New York, and am employed with the Community Development Project at the Urban Justice Center, attorneys for Respondent, Blonnie Rodgers.

2. On April 12, 2018, I served a true copy of Respondent's Notice of Entry upon the attorneys for Petitioner by depositing them in a sealed post-paid proper priority mail envelope into a New York U.S. Postal Service receptacle, addressed to the following:

Stark Law PLLC  
Attn: Brian Stark  
1325 Castle Hill Avenue  
Bronx, NY 10462

Dated: April 12, 2018  
New York, NY

  
\_\_\_\_\_  
COMMUNITY DEVELOPMENT  
PROJECT at the Urban Justice Center  
By: Catherine Barreda  
123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038  
Tel: 646-923-8319  
*Attorneys for Respondent*

# EXHIBIT L

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART J

-----X  
WILLIS APARTMENTS LLC,

Petitioner-Landlord,

-against-

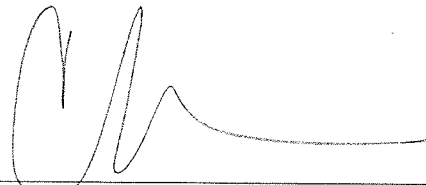
LILLIAN MORADA,

Respondent(s)-Tenant(s).  
-----X

**PLEASE TAKE NOTICE** that the within is a true copy of the Decision/Order entered  
by Judge Thermos, one of the judges of this Court, on April 11, 2018.

Dated: April 13, 2018  
New York, NY

Respectfully Submitted,



COMMUNITY DEVELOPMENT PROJECT  
At the URBAN JUSTICE CENTER  
By: Catherine Barreda  
123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038  
Tel: 646-923-8319  
*Attorneys for Respondent*

To: STARK LAW PLLC  
1325 Castle Hill Avenue  
Bronx, NY 10462  
Tel: (718) 792-1200  
*Attorneys for Petitioner*

FILED  
Clerk of the  
County of New York  
APR 25 2018  
Bronx Housing Court  
Clerk's Office

7017 2400 0000 0588 1634

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	
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Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

Postmark Here  
*re: not. of entry Lillian M. 306*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART J

-----X  
WILLIS APARTMENTS LLC,

*Petitioner,*

INDEX #: 9526/18

-against-

DECISION / ORDER

LILLIAN MORADA,

HON. KIMON C. THERMOS

*Respondent.*  
-----X

Recitation, as required by CPLR §2219(a), of the papers considered in the review of the instant motion:

**Papers**

**Numbered**

Notice of Motion, Affidavits and Annexed (ex. A-P).....1

Appearing for Petitioner: Stark Law PLLC, By: Brian Stark, Esq.

Appearing for Respondent: Community Development Project at the Urban Justice Center, By:  
Catherine Barreda, Esq.

Upon review of the foregoing cited papers, the Decision/Order on this motion is as follows:

Respondent, by counsel, moves for an Order, pursuant to CPLR §3211, dismissing the petition in accordance with RPAPL §711(2) based upon fatal defects in the rent demand, which is not amendable; and failure to register the subject rent stabilized apartment with the New York State Division of Housing & Community Renewal ("DHCR") in accordance with N.Y.C. Administrative Code §26-517 and 9 N.Y.C.R.R. §2528.1. Respondent also moves, alternatively, for leave to file an amended answer, anti-harassment injunctive relief, the imposition of civil penalties and legal fees if she is found to be the prevailing party. Petitioner declined to submit written or oral opposition. Instead, on April 10, 2018, the return date of the instant motion, Petitioner's counsel made an oral application to discontinue the proceeding.

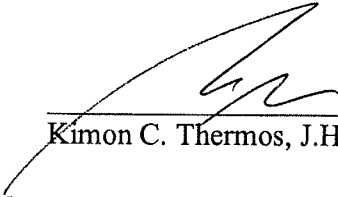
This non-payment proceeding was commenced on or about February 20, 2018. Respondent, then unrepresented, appeared and interposed a written answer using the court's standard answer form. At the first court appearance on February 27, 2018, Community Development Project at the Urban Justice Center appeared as counsel on behalf of Respondent

and the case was adjourned on consent to April 10, 2018 for motion practice. On April 10, 2018, Petitioner sought to discontinue the proceeding without prejudice. Respondent objects to Petitioner's application.

Although it appears that Respondent may have meritorious defenses, this Court need not reach the substantive issues in this proceeding, since Petitioner has moved, relatively quickly, to discontinue the proceeding. As such, this Court, in its discretion, hereby grants Petitioner's application to discontinue the proceeding without prejudice to either parties' rights, claims and defenses. Accordingly, Respondent's motion is denied, as moot.

This constitutes the Decision and Order of this Court.

Dated: April 11, 2018  
Bronx New York



---

Kimon C. Thermos, J.H.C.



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX: HOUSING PART J

-----X  
WILLIS APARTMENTS LLC,

Index No. L&T 9526/2018

Petitioner-Landlord,

-against-

LILLIAN MORADA,

Respondent-Tenant.  
-----X

AFFIRMATION OF SERVICE

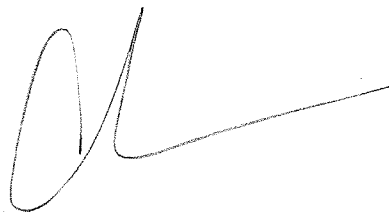
CATHERINE BARREDA, an attorney duly licensed to practice law in the State of New York, hereby affirms the following:

1. I am not a party to this proceeding, am over 18 years old, reside in New York, and am employed with the Community Development Project at the Urban Justice Center, attorneys for Respondent, Lillian Morada.

2. On April 13, 2018, I served a true copy of Respondent's Notice of Entry upon the attorneys for Petitioner by depositing them in a sealed post-paid proper priority mail envelope into a New York U.S. Postal Service receptacle, addressed to the following:

Stark Law PLLC  
Attn: Brian Stark  
1325 Castle Hill Avenue  
Bronx, NY 10462

Dated: April 13, 2018  
New York, NY



COMMUNITY DEVELOPMENT  
PROJECT at the Urban Justice Center  
By: Catherine Barreda  
123 William Street, 16<sup>th</sup> Floor  
New York, NY 10038  
Tel: 646-923-8319  
*Attorneys for Respondent*

# EXHIBIT M



0801429521

NOTICE OF VIOLATION AND HEARING FOR CIVIL PENALTIES ONLY  
CITY of NEW YORK  
PETITIONER vs RESPONDENT

<b>LAST NAME</b> WILLIS APARTMENTS LLC	<b>FIRST NAME</b>	<b>INITIAL</b>	<b>SEX</b>
<b>STREET ADDRESS</b> 11 AVE F			
<b>CITY</b> BROOKLYN	<b>STATE</b> New York		<b>ZIP</b> 11218
<b>TYPE OF LICENSE/PERMIT OR IDENTIFICATION</b> Pest Control Services			<b>ISSUED BY</b> 815
<b>NUMBER</b> PO1730159			

The Respondent is charged with violation of Law / Rule

<b>DATE OF OFFENSE</b> 08/24/2018	<b>TIME</b> 9:45 AM	<b>BOROUGH</b> Bronx	<b>CB NO</b> 1	<b>VIOLATION CODE</b> AH3N
<b>SECTION/RULE</b> NYC HC 151.02(a)				
<b>GENERAL DESCRIPTION OF SECTION/RULE</b> Properties shall be free of pests and conditions conducive to pests.				
<b>PLACE OF OCCURRENCE</b> 386 EAST 139 STREET Bronx, NY 10454 ( Block: 02301 and Lot: 0023 )				
<b>DETAILS OF VIOLATION</b> The following active rat signs were found on premises: Live Rats - front right;				

<b>PROPERTY TYPE</b> Multi-Family
<b>MAIL IN PENALTY</b> 300.00
<b>MAX PENALTY FOR VIOLATION</b> 600.00

<b>DATE AND TIME OF HEARING</b> 10/08/2018 10:30 AM	<b>ENVIRONMENTAL CONTROL BOARD HEARING LOCATION</b> 3030 Third Avenue, Bronx, NY 10455
--	---

Proceedings will be held under the authority of the N.Y.C Charter Section 1049a and the Rules of the City of NEW YORK at 48 RCNY Chapter 3

**WARNING:** If you do not appear (or pay by mail if permitted) you will be held in default and subject to the maximum penalties permitted by law. Failure to appear or pay a penalty imposed may lead to suspension of your license or other action affecting licenses you now have or may apply for as well as the possibility of a judgment entered against you in Civil Court. FURTHER INSTRUCTIONS ARE ON THE REVERSE SIDE.

I, an employee of the below agency, personally observed the commission of the civil violation charged above. False statements made herein are punishable as a class A Misdemeanor pursuant to section 210.45 of the Penal Law. Affirmed under penalty of perjury.

**SIGNATURE OF COMPLAINANT, N.Y.C.DOHHMII**

*Bohmer*

<b>RANK (TITLE) NAME OF COMPLAINANT</b> ( Supervisor ) Onyebuuchi Amaefule	<b>TAX REG NO</b> 1213	<b>AGENCY</b> 815	<b>REPORT LEVEL</b>
---	---------------------------	----------------------	---------------------

801429521



801429521